

Contract Between the Bessemer Downtown Development Authority (DDA),

Malmberg Properties LLC,

AND

Rachael Hendges

For the Creation of the Mural on 200 S Sophie St in Bessemer, Michigan Titled

“Welcome to Bessemer – Our Past Creates Our Future”

1. Description of the work:

Four painted wood panels within a wooden frame that are to be attached to the West side of the building at 200 S Sophie St in Bessemer, MI 49911.

The artwork to be created by the artist shall be: Four panels with different times of day and seasons. The first panel to include a miner and railroad track on a fall morning. The second panel to have an afternoon winter scene with logs being pulled down the path. The third panel to have an evening sunset with a biker on the Iron Belle Trail in Spring. The fourth panel to have a summer night with people watching fireworks, and the title of the artwork “Welcome to Bessemer Our Past Creates Our Future” on the trail.

2. Obligations of the artist and client:

- a) Artist shall purchase materials necessary for the creation of the artwork and be reimbursed for cost by client.
- b) Artist shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor/assistant.
- c) Client shall hire and compensate any additional labor services necessary for preparation of the wall and/or installation of the artwork.
- d) Client shall provide OSHA compliant scaffolds or boomlift to work on when necessary.
- e) Any changes artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

3. Start and completion dates:

The artist shall undertake the creation of the artwork on August 10th, 2023 or before September 1st, 2023 and complete the artwork on or by October 10th, 2023.

4. Additional artwork compensation:

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

5. Fees and schedule of payment:

Price of artwork: \$ 3,000

Materials: reimbursed separately by receipts submitted, up to a maximum of \$700.

Upon execution of this agreement, client shall pay to the artist:

- a) 100% due on day of completion

6. Warranty:

The artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

7. Title of Ownership:

Title of ownership in the artwork shall pass from the artist to the Bessemer DDA upon the completion of the artwork. Malmberg Properties LLC agrees to retain the artwork on the wall for a period of 3 years or until mutually agreed to remove or change the artwork even if the building is sold.

8. Other delay:

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay. If there is any expected delay, the artist will inform client as soon as possible.

9. Liability:

The Bessemer DDA and Malmberg Properties LLC shall not be held liable for damages to persons or property caused by negligence of any party.

The laws of the state of Michigan shall govern construction of this agreement.

Bessemer Downtown Development Authority



Title: Authority Chair

Date: 8/13/23

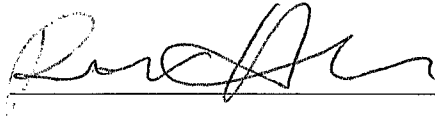
Malmberg Properties, LLC



Title: Building Owner

Date: 9/28/23

Rachael Hendges



Title: Artist

Date: 9/25/2023