

Contracts and Agreements Cover Page

Year: 2008 Legistar File ID #: 2008-0256

Multi Year: 3 Amount: \$10,000

Contract Type: Agreement

Contractor's Name: Jason Verbeek

Contractor AKA:

Start Date: 11-29-2008

End Date: 11-29-2011

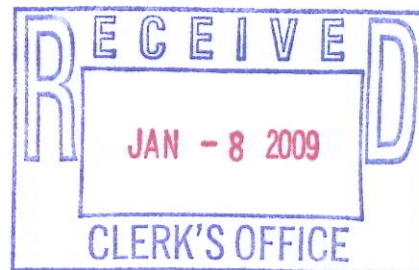
Renewal Date:

Department: Village Manager

Department Contact: Ellen Baer, x6158

Contract Description: Agreement to Rent Sculpture

Notes: Sculpture name: "The Two of Us"
Located at: 143rd and Southwest Highway
\$10,000 for 3 years
\$2,500 honorarium upon installation



A. P. Swanson

AGREEMENT FOR LOAN OF SCULPTURE

This is an Agreement dated 11-29-2008 between the Village of Orland Park, Illinois (the "Village"), and Jason Verbeek, (the "Artist").

The parties agree as follows:

1. Artwork. The Artist has agreed to permit the Village to display the artwork entitled "The Two of Us", which is valued by the Artist at \$ 10,000 for a period of three years.
2. Display of Artwork. The Village will display the artwork in the Village for a period of three years, commencing on NOV 29th 2008. The exact location for the artwork shall be determined by the Village, in its sole discretion.
3. Delivery/Installation/Removal of the Artwork. The Artist is responsible for every aspect of delivery, installation and removal. This shall include packing and loading the artwork and transporting it to and erecting the artwork at the Village designated location. The Village will provide limited manpower assistance and will assist the Artist, if requested, with the installation and removal of the artwork. At the conclusion of this Agreement, delivery of the artwork back to the Artist shall be the responsibility of the Artist. If the Artist does not remove the piece within sixty (60) days of NOV 29th 2011, then the artwork becomes the sole property of the Village and the Village may keep the artwork, store it, or dispose of it as the Village shall determine in its sole discretion.
4. Right of Refusal. The Village retains the right to refuse the artwork if the artwork is not as represented in the application submitted by the Artist to the Village.
5. Insurance and Liability. Upon arrival and completion of installation at the Village, liability and responsibility for the artwork will be assumed by the Village. The Artist agrees that the Village's limit of liability for any damage or loss to the artwork after installation shall not exceed the value shown in Paragraph 1.
6. Publicity and Public Information. The Village, through its Public Arts Commission, will provide the following publicity and public information:
 - A color brochure including pictures of sculptures
 - Educational and outreach programs
 - Promotion of the program to potential visitors
 - Promotion via the Village's website



7. Information from the Artist. Upon delivery of the artwork to the Village, the Artist will provide to the Village biographical information and an address, phone number and e-mail, and the Village shall make such information available to prospective purchasers of the artwork.
8. Requests for Purchase Information and Purchase. The Village will direct all purchase inquiries to the Artist. The Artist may sell the artwork, subject to the Village's Option to Purchase as described in Paragraph 9 hereof, during the loan period; however, the artwork must remain on-site for the duration of the Agreement. If the artwork is sold or removed one year or longer before this three-year Agreement ends, another artwork will be installed at the expense of the Artist (including shipping and handling) within sixty (60) days. The replacement must be approved by the Village. If a suitable piece cannot be found, the Artist will refund the honorarium.
9. Village First Option to Purchase. During the term of this Agreement or any extension thereof, the Village shall have a First Option to Purchase the artwork for the value described in Paragraph 1 above, or such lesser amount as the Artist is willing to sell the artwork to a 3rd party as described in Paragraph 8 hereof, less the honoraria paid under Paragraph 11 hereof.
10. Maintenance and Repairs of the Artwork. All maintenance will be the responsibility of the Artist. If the artwork is damaged during the loan period, the Village will inform the Artist and consult with the Village's insurance company in an attempt to correct the damage. If the repairs require the artwork to be moved off-site, the Village will not require another artwork to replace the damaged artwork as long as the damaged artwork can be repaired and returned within sixty (60) days.
11. Honorarium. Upon installation of the artwork, the Village will pay the Artist an honorarium of \$2,500 for the loan of this artwork.
12. Motion Pictures, Television Productions and Photographs. The Artist gives the Village permission to allow the Artist's artwork to be included in any motion picture, television production, photographs and/or still photo shoots taken within the Village. In addition, the Artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.

ARTIST INFORMATION

Name of Artist: Jason Verbeek

Social Security or FEIN Number: 332 82 4658

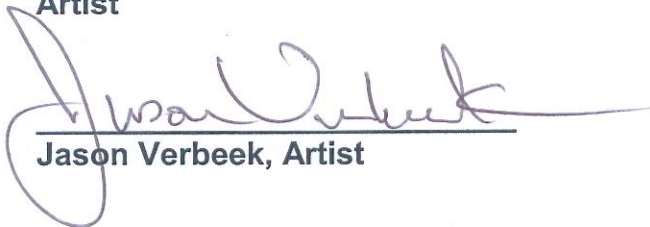
Address: 1605 ILLINI DRIVE Newlenox IL

Telephone: 708 833 1835

E-mail: VERBECKSTUDIOS@YAHOO.COM

Date Installed: Nov 29th 2008

Artist



Jason Verbeek, Artist

Date: Dec 23 08'

Village of Orland Park



Paul Grimes, Village Manager

Date: 1/5/09