

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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Orland Park, IL 60462
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www.orland-park.il.us



VILLAGE HALL

TRUSTEES

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May 24, 2012

Ms. Nicole Beck
805 S. Oakley Blvd
Chicago, IL 60612

RE: *Chicago WhatKnot*

Dear Ms. Beck:

For your records, I have enclosed one (1) original executed contract dated May 1, 2012 in an amount not to exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars per year for each of the next four years (2012-2015) for the lease-to-own of your artwork titled "Chicago WhatKnot." Payment shall be issued under separate cover. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ellen Baer
Chris McDonell

AGREEMENT FOR LOAN OF SCULPTURE

RECEIVED

MAY 17 2012

FINANCE DEPARTMENT

This is an Agreement dated May 1, 2012 between the Village of Chicago, Illinois (the "Village"), and Nicole Beck (the "Artist").

The parties agree as follows:

1. **Artwork.** The Artist has agreed to permit the Village (as a loan to the Village) to display the artwork entitled "Chicago WhatKnot", which is valued by the Artist at \$15,000.00, for a period of four (4) years.
2. **Display of Artwork.** The Village will display the artwork in the Village for a period of four (4) years, commencing on May 10, 2012. The exact location for the artwork shall be determined by the Village, in its sole discretion.
3. **Delivery/Installation/Removal of the Artwork.** As the artwork is already in place, the Artist is responsible for every aspect of removal, if required, and if the artwork is not purchased by the Village as provided herein, upon expiration of this Agreement. This shall include packing and loading the artwork and transporting. The Village will provide manpower and equipment assistance and will assist the Artist, if requested, with the de-installation and loading of the artwork. Should the Agreement be terminated, delivery of the artwork back to the Artist shall be the responsibility of the Artist. If the Artist does not remove the artwork within sixty (60) days of termination, 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. **Insurance and Liability.** During the term of this Agreement, 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, less any payments to the Artist by the Village as provided in paragraphs 8 and 10.
5. **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
6. **Information from the Artist.** The Artist will provide to the Village and keep up-to-date biographical information and an address, phone number and

e-mail, and the Village shall make such information available to prospective purchasers of the artwork.

7. 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 8 hereof, during the loan period. The artwork must remain on-site for the duration of the Agreement.
8. Village First Option to Purchase. During the term of this Agreement, 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 loan payments paid under Paragraph 10 hereof. The Village has previously paid \$5,000.00 in prior loan payments, which amount has been credited toward the total purchase price should the Village purchase the artwork. The Village will pay \$2,500.00 per year each year of this four (4) year Agreement, which amounts will also be credited toward the total purchase price should the Village choose to purchase the artwork.
9. 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. The Artist is not responsible for insurance deductibles.
10. Loan Payments. Upon commencement of each year of the four (4) years of the loan of the artwork to the Village pursuant to this Agreement, the Village will pay the Artist a loan payment of \$2,500.00 per year for the loan in anticipation of the Village owning this artwork at the expiration of this Agreement.
11. 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.
12. Early Termination by Village. Upon not less than six (6) months prior written notice by the Village to the Artist, the Village may terminate this Agreement, and the Village will thereafter have no further liability for loan payments to the Artist.

ARTIST INFORMATION

Name of Artist: Nicole Beck

Social Security or FEIN Number: 329-50-5033

Address: 805 S. Oakley Blvd., Chicago, IL 60612

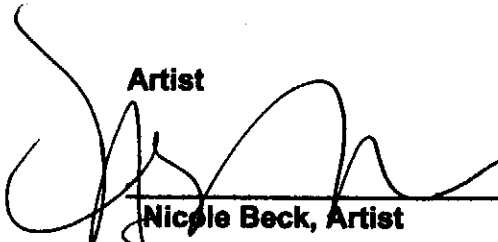
Telephone: (312) 563-0457

E-mail: nbeckarts@sbcglobal.net + nicole@nicolebeck.com

Date Installed: May 9, 2008

Dated this 15th day of May, 2012.

Artist



Nicole Beck, Artist

Date: May 15, 2012

Village of Orland Park



Paul G. Grimes, Village Manager

Date: 5/23/12