**KARA ROSCHI**

**ARTWORK SERVICES AGREEMENT**

This **ARTWORK SERVICES AGREEMENT** (the “***Agreement***”) is made as of September 13, 2017 (the “***Effective Date***”) by and among KARA ROSCHI, an Arizona limited liability company with its principal office and place of business at 2338 E Clarendon Ave, Phoenix AZ 85016 (“***KARA ROSCHI***”) and Awesome Company, a Corporation with its principal office and place of business at 12345 Awesome Rd, AZ 85016 (“***Client***”). Each of KARA ROSCHI and Client are a “***Party***” and collectively the “***Parties***”.

# KARA ROSCHI Services

* 1. KARA ROSCHI shall provide the following Basic Services for the Project expressly set forth in this Section 1 (the “Services”) and further detailed elements in Scope of Work attached as Exhibit A.
		1. **Basic Services**

KARA ROSCHI will work in three phases **(“Design”**), **(“Project Management”**), and (**“Delivery & Install”**) to procure custom-curated art (**Artwork**”) for Client.

**Design**

During the first phase, Design, KARA ROSCHI will present Client with a proposal outlining various options and budgets for the Artwork. Based on Client feedback the proposal will be revised with more detailed plans for Artwork along with budget estimates for Project Management. Client will then make final selections; at this point a change order to this contract will be issued including the price of art, specified Project Management, and Delivery & Installation costs.

**Project Management**

The second phase, Project Management, will take place if Client choses to have any custom Artwork created as part of the final selection. During this phase KARA ROSCHI will act as an intermediary between Client and Artist(s) by conduct regular check-ins with the Artist(s) to ensure timelines and Artwork are consistent with contracted goals.

**Design & Installation**

During this final phase KARA ROSCHI will work with Client to arrange delivery and installation of artwork.

**1.1.2** Additional Services not described in Exhibit A, including revisions due to changes in the scope, quality, or budget shall be treated as additional services. Prior written approval by the Client will be required and that approval shall define method of compensation.

# Client’s Responsibilities

**2.1** The Client shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project. The Client shall furnish required information as expeditiously as necessary for the orderly progress of the work and KARA ROSCHI shall be entitled to rely on their accuracy and completeness.

# Use of KARA ROSCHI Documents

**3.1** Documents, contacts and artist lists prepared by KARA ROSCHI are instruments of service for use solely with respect to this Project. KARA ROSCHI shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of KARA ROSCHI’s documents, contacts or artist lists except by mutual agreement in writing.

**Termination, Suspension, or Abandonment**

**4.1** Either KARA ROSCHI or the Client may terminate this Agreement after giving no less than thirty days’ written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**4.2** In the event of termination, suspension, or abandonment of the Project, KARA ROSCHI shall be equitably compensated for services performed. Failure of the Client to make payments to KARA ROSCHI in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for KARA ROSCHI to either suspend or terminate services.

# Miscellaneous Provisions

**5.1** The law of the State of Arizona shall govern this Agreement.

**5.2** Dispute Resolution: If a dispute arises between parties relating to this Agreement, the parties shall promptly hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution to the dispute. If a dispute still exists after the meeting, the parties agree to then refer the issue to an agreed-upon and independent mediator, for the consideration and development of an appropriate resolution. In the event that mediation does not result in resolution of the matter, the parties may then consider the possibility of binding arbitration in accordance with the rules of the American Arbitration Association currently in effect.

# Payments and Compensation to KARA ROSCHI

The Client shall compensate KARA ROSCHI as follows:

**6.1** KARA ROSCHI’s Compensation shall be

 Hourly Rate: $110 with hours as detailed in Exhibit B.

**6.2** Client will be billed on a monthly basis and payments are due and payable within 30 days of receipt of KARA ROSCHI’s invoice. Amounts unpaid thirty-one (31) days after date of receipt shall bear interest from the date payment is due at the rate of twelve percent (12%) per.

**6.4** The Client shall pay any attorney’s fees, or costs or other collection fees or costs, incurred by KARA ROSCHI in collecting any delinquent amount.

**Non-Solicitation**

**7.1** From the date this contract is executed and for twenty four months thereafter Client will not individually, or in association or in combination with any other person or entity, directly or indirectly, purchase any artwork from or assist in the purchase of any artwork from, or encourage, induce or entice any other person or entity to purchase of any artwork from the Artists presented to Client as part of this contract by KARA ROSCHI.

 If Client breaches this section, Client agrees that, in addition to any other remedies that may be available to KARA ROSCHI, Client will pay to KARA ROSCHI an amount equal to the aggregate purchase price of the artwork which was purchased in connection with such a breach.

**Survival**

**8.1** The terms and conditions of this section and the sections titled “Use of KARA ROSCHI Documents” and “Non-Solicitation” shall survive the termination of this Contract.

**Indemnification**

**9.1** Notwithstanding anything to the contrary in this Agreement, KARA ROSCHI’s total liability for any claim arising out of or in connection with this Agreement, including without limitation for breach of contract, warranty or statutory duty, or tort INCLUDING SUBCONTRACTOR OR ARTIST NEGLIGENCE shall not exceed the Price of the Services, if completed, or, if liability arises from a failure to complete the services, the sale price of the relevant percentage of the Services had they been completed.

**ATTACHMENTS**: The following attachments are made a part of this agreement:

Scope of Work – Exhibit A

Fee Summary – Exhibit B

This Agreement comprises the entire and integrated agreement between Client and KARA ROSCHI and supersedes all prior negotiations, representations or agreements, either written or oral, and represents the basis under which we will be performing the professional services for this Project.

CLIENT: Awesome Company KARA ROSCHI

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*(Signature)* *(Signature)*

Mx. Awesome KARA ROSCHI

Development Director Procurement Agent

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Scope of Work**

**Project Scope**

1. Initial art design showing three potential artists and their price ranges for the utility boxes at Awesome Property at 12345 Awesome Rd, AZ 85016 .
2. Proposal Packet will be provided within 2 weeks of contract execution.

**Exhibit B**

**Fee Summary**

1. The fee for \_\_\_\_\_\_\_\_\_\_\_ will be \_\_\_\_\_ hours billed at a rate of \_\_\_\_\_\_/hour for a total fee of $\_\_\_\_\_\_\_\_\_.
2. Due immediately upon invoice.

[AND/OR INSERT PROJECT BUDGET]

Materials

Labor

Equipment

Insurance

Documentation

Artist Fee

Etc.?

Total

Tax