

Jen Lewin Studio, LLC

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “Agreement”) is made as of 2024 (the “**Effective Date**”), by and between the City of Aurora, Illinois, a municipal corporation, having its primary address at 44 E. Downer Place, Aurora, IL 60507 (the “**Client**”), and Jen Lewin Studio LLC, a Colorado limited liability company authorized to conduct business in New York State with its primary address at 238 East 4th Street, Unit A, New York, NY 10009 (the “**Artist**”), each hereinafter, referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Artist is creator and author of certain electronic and light sculptures and other works of art; and

WHEREAS, Client desires to engage Artist to install and exhibit one or more pieces of Artwork as more particularly described in Exhibit A attached hereto,

WHEREAS, Artist desires to accept such engagement, and to provide the “**Artwork**” (hereinafter defined), subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Description of Services & Terms.

1.1 The term of this Agreement shall commence as of the effective date hereof and shall continue until all obligations of both Parties are fulfilled, unless otherwise terminated in accordance with the terms and conditions of this Agreement. Upon the expiration or termination of the term, the Artwork shall be returned to Artist immediately.

1.2 Client hereby commissions Artist to install and exhibit The Pool, as described in Exhibit A (“Artwork & Project Overview”) and in accordance with the preliminary schedule specifications set forth in Exhibit B (the “Proposed **Schedule**”).

1.3 The Artwork is to be installed at the following location designated by Client: (Development Services Center Lawn, 77 S. Broadway Ave., Aurora, IL 60505) (the “**Site**”) in conjunction with (the “Event”) as more particularly described and/or depicted on Exhibit A.

1.4 Artist shall furnish or provide all of the materials and services as specified in Exhibit A. Any and all other items not specified in Exhibit A but that are necessary to perform the Services and to carry out and perform all of Artist's obligations created by this Agreement are the responsibility of Artist.

1.5 Client shall furnish or provide all of the materials and services as identified in Exhibit C (“Client Obligations”). Client will also assume the cost of and fulfill any duties as specified in Exhibit C. Client



acknowledges and agrees that failure to meet its obligations under Exhibit C in a timely fashion may delay or prevent the completion of the Services or result in increased costs to Client.

1.6 The proposed schedule for the Event is specified in Exhibit B. Modifications or adjustments to this timeline must be agreed upon by all parties in writing a minimum of 30 days prior to the Event and any approved adjustments will not alter the budget set forth in Exhibit D.

2. Fees & Payment Terms.

2.1 As full and complete compensation for all of the Services to be provided by Artist pursuant to this Agreement, Client shall pay Artist as described in Exhibit D attached hereto and made a part hereof. Payments will be made through wire transfer or ACH payment with the information provided on Exhibit E.

2.2 The “**Fee**” payable to Artist pursuant to this Agreement, exclusive of reimbursable travel, accommodations (including lodging and meals), freight, site preparation, and all other costs as outlined in Exhibit D hereto, is Eighty-five thousand Dollars (\$85,000.00 USD), exclusive of any bank transfer fees and conversion rates incurred.

- a) The Client agrees to pay to the Artist a **Fee of USD \$85,000.00** to exhibit the Artwork, and for all obligations of the Artist pursuant to this agreement
- b) Payment schedule
 - i). **Non-refundable Initial Deposit:** 35% of total sum **USD \$29,750.00** to be paid within 30 working days upon receipt of the signed contract.
 - ii). **First Payment:** 35% of total sum **USD \$29,750.00** to be paid **MUST** be paid **BEFORE** the artwork is shipped. Invoice must be initiated and processed by Client 30 days prior.
 - iii). **Second Payment:** 15% of total sum **USD \$12,750.00** to be paid on October 3, 2024, upon completion of the install. Invoice must be initiated and processed by Client 30 days prior.
 - iv). **Final Payment:** 15% of total sum **USD \$12,750.00 + Shipping, Travel expenses and Flights** to be paid on November 3, 2023, upon completion of the Event.

2.3 The Client is responsible for paying all Fees on time as outlined in **EXHIBIT E**. All invoices are **Net 30 Days according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.** Payments that are delayed by 30 days incur a late payment fee of 1.% of the invoice amount. **Delays in payments may delay the installation, shipping, or fabrication of the sculpture.**

2.4 For the avoidance of doubt, the Fee does not include costs or expenses incurred by Artist as a result of any default by Client hereunder, including, but not limited to, Client’s failure to meet the Site Preparation Deadline or any other cost, expense, imposition, tax, tariff or other item that is caused through the Client’s failure to provide its required services as set forth herein or to otherwise comply with this Agreement’s Terms, all of which are reimbursable in all instances, whether or not specifically listed in Exhibit D.



2.5 Except as otherwise set forth herein, before incurring expense for any items neither listed in Exhibit D nor described in this Section, Artist shall obtain Client's written consent, and in the event Artist fails to obtain same, Artist shall not seek reimbursement from Client. Reimbursable expenses shall be evidenced by receipts, invoices, or other reasonable evidence of the amount and nature thereof.

2.6 Notwithstanding anything to the contrary set forth herein, Client will reimburse Artist for travel and per diem expenses defined in Exhibit D, including but not limited to airfare, checked luggage, rental cars, gasoline, and meals as needed by Artist, in Artist's reasonable discretion, to transport tools and equipment, whether or not same are expressly itemized in Exhibit D.

2.7 The Fee, along with all other payments due from the Client to the Artist pursuant to this Agreement, shall be paid within the specific dates as defined in Exhibit E, TIME BEING OF THE ESSENCE.

2.8 Subject to the terms and conditions of the Agreement, if the Event is canceled by the Client for any reason before the 2nd Payment as identified in Exhibit E ("Payment Schedule) the initial deposit will be forfeit.

2.9 Subject to the terms and conditions of the Agreement, if the Event is canceled by the Client for any reason before the Shipment Trigger, the initial deposit, identified in Exhibit E, will be forfeit. Further, any shipping costs or relevant project expenses, incurred by Artist will be paid in full by Client.

2.10 Subject to the terms and conditions of the Agreement, if the Event is canceled by the Client after the installation of the Artwork for any reason other than a Force Majeure Event, defined below, Client will pay Artist the entirety of the compensation specified in Exhibit E upon cancellation.

2.11 Subject to the terms and conditions of the Agreement, if the Event is canceled by the Artist for any reason other than a Force Majeure Event, defined below, the deposit and any payments made thereafter will be reimbursed to client within 60 days.

2.12 Upon the execution of this Agreement, Client shall remit to Artist a " Deposit" in the amount of Twenty-nine Thousand Seven Hundred and Fifty Dollars (\$29,750.00). The Security Deposit may be forfeited to, or applied by, Artist as liquidated damages or to defray costs incurred by Artist due to Client's failure to comply with the provisions of this Agreement (including, but not limited to, failure to comply with the provisions of Section 11.3, below, and/or to surrender the Artwork to Artist in the condition required hereunder at the time required hereby), in each case as more specifically set forth elsewhere herein.

3. Client's Representations and Obligations Concerning the Site.

3.1 Client represents to Artist that Client owns the Site, or otherwise possesses all requisite authority, including, but not limited to, any municipal, governmental or quasi-governmental permits, permissions, licenses or consents, to instruct and permit Artist to install the Artwork at the Site, including, but not limited to, physically attaching and affixing the Artwork to the real property, or one or more improvements, constituting or located at the Site.



3.2 At the request of Artist, Client shall furnish to Artist such evidence of Client's authority with respect to the Site as Artist may reasonably request. Client's failure to delivery such evidence upon Artist's reasonable request shall be deemed a material breach of this Agreement, entitling Artist to exercise any and all remedies afforded to it herein, or at law.

3.3 Client is solely responsible, at its sole cost and expense, for (i) obtaining and maintaining in full force and effect all permits required for installation of the Artwork at the Site, and (ii) engaging and retaining all consultants, contractors and equipment required to prepare the Site for the installation of the Artwork, and to install the Artwork.

3.4 Client shall be responsible for providing Artist with reasonable access to the Site, as well as with all utilities necessary for the installation and operation of the Artwork. Client agrees to reasonably cooperate in the scheduling of the installation of the Artwork at the Site so that the work may be completed promptly after the Delivery Date. Artist shall not be held responsible for Artist's failure to meet the Shipping Deadline, or for delays in the Installation Date, if such delays are caused by any act or omission of Client. Client agrees to pay any additional storage, transportation and installation costs for the Artwork which are actually incurred by Artist as a result of any act or omission of Client. Client agrees to pay any additional storage, transportation and installation costs for the Artwork which are actually incurred by Artist as a result of any act or omission of Client that breaches the terms of this agreement or the applicable law, but prior approval by Client of said cost is required

3.5 Client shall designate a point of contact for facilitating and coordinating installation of the Artwork. Client agrees to provide a safe and secure location at the Site for the storage of the Artwork between the Delivery Date and the Installation Date, if necessary. Artist shall endeavor in good faith to ensure that the Delivery Date is as close as possible to the anticipated Installation Date, but Artist shall have no liability in connection therewith.

4. Safety and Legal Requirements.

4.1 The safety of both spectators and performers is the primary concern of Artist and Client, and Artist will not perform the Services unless both Client and Artist determine, in their respective individual discretion, that the operating conditions and environment are sufficiently safe. Should Artist or Client make the determination that the operation conditions and/or environment are not sufficiently safe, Artist will make a good faith effort to adapt the Services in a manner that renders possible the safe provision of Services. Client is solely responsible for the safe operation of the Artwork, and the maintenance of the Site. Client acknowledges that any unsafe conditions that arise at the Site are under Client's control, and the Artist shall not bear any liability or legal obligations during the Installation Period. Artist maintains the right to close the Artwork to the public if Artist determines, in its discretion, that the Client is not performing its safety and maintenance duties, or that Client is opening the Site and Artwork in unsafe conditions. Solely as pertaining to the safety and condition of the environment within Client's control, except upon occurrence of a Force Majeure Event, should it prove to be impossible to render safe provision of Services, adapted or not, or should Client choose to not accept the offered adapted provision of Services, Client shall not recover any payment already provided or due to Artist.



4.2 The Client is solely responsible for the safe operation of the Site, and will provide staff to monitor the Artwork and public safety during the hours that it is open to the public. All children must be accompanied by an adult. The Artist is not liable for injuries to attendees who are under the influence of substances or injuries that are caused through reckless or aggressive use of the Artwork. The Client will ensure that sculpture is not interacted with in a hazardous or dangerous manner. The Artist is not liable for any injuries, damages, or losses of attendees. Client agrees to immediately turn off the Artwork and restrict access if any issues/damages to the Site or participants are encountered. Client agrees that work will remain off and access will be restricted until the issue has been resolved.

4.3 Client is responsible for posting signage around the installation location that states in all languages prevalent in the area: "Please play safely and at your own risk. Please no jumping, leaping, running, or aggressive play. Children must be accompanied by an adult." Signage must be placed on location no later than 24 hours before Artwork is opened to the public and must be clearly visible.

4.4 Client will monitor all weather conditions and other related Site conditions throughout the Event's duration. In the event of rain, high winds, or any other weather condition that renders the Site, and/or the display of the Artwork and/or the use of the Artwork by Client's patrons and visitors, unsafe or unadvisable, the Client acknowledges that the Artist's recommendation is that Client restrict access to the Artwork until the unsafe condition subsides. The Client acknowledges that the Artist shall have no liability for any injuries that occur due to unsafe use of the Artwork in any such unsafe conditions.

4.5 Modification to the Artwork if needed for safety purposes shall be at the discretion of the Client and under the supervision of the Artist and will maintain the professional and artistic integrity of the Artwork. Modifications will be made under the same circumstances as the installation, in regard to agreed labor and materials provided by the Client in this agreement.

4.6 The Client will maintain the integrity of the Artwork and agrees to not arbitrarily remove or relocate the Artwork without consulting and obtaining authorization from the Artist. In the event of an unplanned or unprecedented emergency, the Client is permitted to move the Artwork and must make every effort available to immediately notify the Artist. At Client's election, Client can arrange for Artist's personnel to travel, as Artist's schedule and other commitments reasonably permit, to the Venue to make any modifications for reasons other than safety. Client shall be billed for all actual Artist travel and expenses relating to such Maintenance Services.

4.7 In the event of rain, high winds, or any other weather condition that renders the environment unsafe in the sole discretion of Artist to perform either a part of or the entirety of the Services, Artist retains the sole right to cease and/or modify the Services until the weather conditions change so that normal operation of the Services may resume.

4.8 Upon Client's request, Artist shall timely provide Client with all necessary information to assist Client in the procurement of such licenses, permits and/or approvals.



4.9 The Client understands that the surface of the platforms of the Artwork may not comply with standards used to measure the coefficient of friction. The Client acknowledges (i) that the platforms may be slippery when wet, covered in ice/snow, and/or any general moisture buildup, (ii) that Client has been advised by Artist that such conditions may render the Artwork temporarily unsafe for public use, and (iii) that Client accepts any and all risks associated with Client's failure or refusal to restrict the use of, and/or access to, the Artwork during such periods.

4.10 If the Event is ticketed, Client shall include an express liability waiver as part of the terms and conditions with accepted by purchasers and/or users of such ticket(s). The Client is responsible for ensuring the safety of each individual who accesses or interacts with the Artwork.

5. Insurance.

5.1 Artist shall maintain, at its own expense, secondary insurance coverage including commercial general liability insurance, including coverage for independent contractors and contractual liability. Such insurance shall remain in effect during the term of this Agreement, and shall include the following coverages: broad form contractual liability; personal injury liability; completed operations; and products liability. Such insurance shall provide general aggregate limits of not less than \$2,000,000, personal injury and advertising injury of not less than \$1,000,000, and per occurrence limits of not less than \$1,000,000. Such insurance shall be non-cancelable during the term of this Agreement.

5.2 Artist Worker's Compensation. Artist shall provide and maintain, at its own expense, Workers' Compensation insurance as required by any applicable law or regulation.

5.3 Client shall, at its sole expense, procure and maintain in effect, the following primary insurance coverages:

A. Commercial General Liability Insurance on an occurrence bases in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate combined single limit. Such insurance shall include (i) Premises and Operations coverage, (ii) Broad Form Property Damage coverage, (iii) Contractual Liability coverage with additional insureds specifically named, and (iv) Personal Injury coverage.

B. Workers' Compensation in the amounts required by law and Employers' Liability Insurance in the amount of not less than \$1,000,000.00 per occurrence.

C. Comprehensive Business Automobile Liability Insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage, covering owned autos, hired or borrowed autos and non-owned autos.

D. Excess or Umbrella Liability Insurance in excess of the limits provided under Commercial General Liability, Employers' Liability and Comprehensive Automobile Liability policies, in the amount of not less than \$1,000,000 per occurrence and in the annual aggregate per location/project.



E. All of the insurance required to be purchased and maintained by Client shall:

- i. include at a minimum the specific coverages and be written for not less than the limits of liability specified herein or required by statute, applicable law or regulation, whichever is greater;
- ii. except for workers' compensation coverage, name Artist, and any other parties having an interest in the Artwork, as additional insureds (the certificates furnished shall reflect said additional insured status where applicable);
- iii. include contractual liability coverage for Client's indemnity obligations under this Agreement;
- iv. contain a severability of interest or separation of insured clause or endorsement;
- v. provide that such insurance is primary insurance as respect to the additional insured, and all other insurance carried by the Artist and any other additional insured shall be excess insurance; such that the Artist's existing insurance shall be excess to the insurance obtained by the Client; and
- vi. contain a provision waiving all rights of subrogation against Artist.

5.4 Consistent with the foregoing, Client acknowledges and agrees:

A. Following delivery of the Artwork to the Site and installation of the Artwork at the Site, Client, and not Artist, shall retain all "day-to-day" control over the Site and Artwork throughout the Term of this Agreement, and shall have the sole authority over all aspects of the Event, subject only to the Artist having provided the list of Client Obligations.

B. Because Artist does not have control over the Artwork, the Site, and/or Client's patrons and invitees, and is neither contractually responsible for, nor able to practically exercise control over, Client's management and supervision of the Event, or any aspect thereof, the only loss, liability, damage, injury, loss of life or property for which Artist can bear primary responsibility are those caused by, or resulting from, manufacturing defects in the Artwork and/or in such portions of the installation as were conducted by Artist and/or by employees and/or independent contractors of Artist (collectively, "Manufacturing Defects").

C. Manufacturing Defects expressly exclude any and all loss, liability, damage, injury, loss of life resulting from (i) Client's failure to discharge the Client Obligations as expressly required by Artist, (ii) Client's failure to properly supervise and direct the Event, and/or any aspects of same involving the Artwork, (iii) the independent acts or omissions of Client's patrons and invitees, (iv) the negligence, willful misconduct, or breach of any provision of this Agreement by Client, or (v) any other matter,



event, occurrence or fact not directly and immediately caused by a defect in the design, manufacturing, assembly and/or installation of the Artwork by Artist.

D. Artist maintains the policies of insurance described in Section 5.1, above, solely for the purposes of (i) insuring against loss and liability resulting from Manufacturing Defects, and (ii) shielding Artist from liability under any claims that are properly made against Client and/or the Site, and/or the contractual responsibility for which Client has accepted pursuant to the terms hereof, and not, to any extent, because Artist is, or may be, liable for any other matter, event, occurrence or fact affecting the Artwork while the Artwork is in the exclusive custody and control of Client.

E. Artist would not agree to enter into this Agreement, or to permit Client to display the Artwork at the Site (or elsewhere) but for the Client's acceptance of liability as set forth in this Section 5.3., it being understood and agreed that such acceptance of liability is just, proper and accurately reflects the practical allocation of risk as between Artist and Client in light of their respective rights and obligations hereunder.

6. Intellectual Property Rights.

6.1 Artist will retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork and the Drafts for the duration of the copyright, as well as all rights under the Visual Artist Rights Act ("VARA"), §106A of the Copyright Act, and any other intellectual property rights therein and thereto. Except as expressly authorized hereunder, Client agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork, or any component thereof, including, but not limited to, the Technology, without obtaining permission from the Artist.

6.2 Per Copyright Act of 1976, any and all representations of the work, including pictures, drawings, images or reproductions of the Artwork are owned solely by the Artist. Client must receive the Artist's express written permission before any media is shared in any capacity, including but not limited to, social media, website, press, and advertising. Artist reserves the right to request the removal of all images posted by private photographers or other entities that represent the Artwork.

6.3 No pictures, drawings, images, or reproductions of the Artwork may be made, sold, or distributed by Client, or Client's agents, employees or photographers without Artist's express written permission, provided, however, that Client may use images of the Artwork in marketing and promotional materials for the event specified herein as long as such materials identify the Artwork by name and attribute the Artwork to the Artist by name.

6.4 Client shall post a sign visible to the public at or on each piece of Artwork that states the name of the Artwork and the name of the artist, "Jen Lewin." All such signage shall be subject to preapproval by Artist. Client shall provide to Artist a copy of all professional photography of the Artwork taken or arranged to be taken by Client. Any depiction of the Artwork in any promotional materials shall name "Jen Lewin" as the artist and shall be subject to preapproval by Artist.



6.5 Subject to the requirements of this Section 6, Artist grants a limited right to Client to physically exhibit the Artwork at the Venue during the Event. Client shall not assign, convey, sublicense, or transfer this right to exhibit the Artwork. Except as expressly permitted by this Agreement, Client shall have no right to alter, modify, or create derivative works of the Artwork.

6.6 Artist expressly reserves the exclusive rights to video tape, photograph and document all aspects of the installation, throughout all media, digital, and through any technology now known or hereafter devised, for promotional purposes in connection with the Artist and/or its Services.

6.7 Client may not use its recordings or photographs of the Artwork for commercial purposes without Artist's explicit prior written consent. Further, Client must have written approval from Artist to use any media of Artwork for future or related promotion and events.

6.8 Artist may provide music to accompany the Artwork during the exhibition period. All music provided must be approved by Jen Lewin Studio no later than 14 days before the exhibition opens. Artist reserves the right to remove music from the exhibition at any time.

7. Disclaimers by Artist.

7.1 Artist has advised Client, and Client hereby acknowledges, that although the Artwork may include, or be composed of, electrical components, the Artwork is not being designed for, sold or rented to, Client, for use as an electrical fixture, but instead solely for Client's aesthetic pleasure. Accordingly, Artist has not made, and does not make, any representation, covenant or warranty whatsoever, as to the compliance of the Artwork with the standards, requirements or recommendations of any consumer or employee safety organization, including, but not limited to, the United States Department of Labor – Occupational Safety and Health Administration, or UL.

7.2 Notwithstanding the foregoing, and without limiting the generality of same, and without obligating or binding Artist in any way, to any extent, Artist may, to the extent reasonably possible, endeavor to use components and parts approved by UL in the creation and assembly of the Artwork. Artist shall have no liability based upon the presence or absence of any such UL-listed components or parts.

8. Independent Contractors.

8.1 Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Artist shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

8.2 Client shall obtain from any employees or independent contractors hired by the Client to work on the Artwork written agreements to strictly maintain the confidentiality of any of proprietary information



regarding the Artwork specifically or the install processes to outside parties. Artist reserves the right to request that Client have its employees or contractors hired to work on the Artwork sign Non-Disclosure Agreements on Artist's standard form. Client shall be liable to Artist for damages in the event that Client's employees or contractors share or disclose proprietary information regarding the Artwork.

9. Indemnification.

9.1 By Client: To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend Artist and its officers, directors, employees, representatives, agents, affiliates, successors and permitted assigns (collectively, "**Client Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of:

- (a) any breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Client or any person for which Client is responsible;
- (b) any negligent act or omission, or willful misconduct, of Client, or any person for which Client is responsible;
- (c) any bodily injury or death of any person or damage to real or tangible personal property (including, but not limited to, the Artwork) occurring without fault of a Client Indemnified Party; or
- (d) any failure by Client to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement
- (e) Any failure to fulfill Client obligations as clarified in Exhibit C: Client Obligations.

9.2 By Artist: To the fullest extent permitted by law, Artist shall indemnify, hold harmless, and defend Client and its officers, directors, employees, representatives, agents, affiliates, successors and permitted assigns (collectively, "**Artist Indemnified Party**") against any and all Losses arising out of:

- (a) any breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Artist or any person for which Artist is responsible;
- (b) any act or omission constituting gross negligence or willful misconduct, of Artist, or any person for which Artist is responsible; or
- (c) any failure by Artist to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement, compliance with which is the obligation and responsibility of Artist pursuant to the express terms hereof.

9.3 A party required to indemnify the other pursuant to this Section 10 may be referred to as an "**Indemnifying Party**". An Indemnifying Party's obligation shall not be limited by available insurance proceeds, but (i) an Indemnifying Party shall not be liable for any consequential or special damages, and the parties to this Agreement hereby waive any and all claims thereto, and (ii) Artist's total liability hereunder shall be expressly limited to the Full Consideration actually received by Artist hereunder.



9.4 The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Indemnifying Party or the Indemnified Party.

9.5 The rights and obligations of the parties pursuant to this Section 8 shall survive the termination or expiration of this Agreement.

9.6 NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOST PROFITS, LOSS OF USE, OR LOSS OF OPPORTUNITY) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT.

10. Other Obligations of the Parties.

10.1 Artist shall bring a set of replacement components for the Artwork and will in good faith attempt to repair any malfunction.

10.2 Client shall be responsible for the Venue, including any security, crowd control, fire safety, general lighting, or other facility requirements. Client will make every effort to safely operate the Artwork at the Event while providing an interactive experience for attendees at the Event. Client shall be responsible for any loss or damage to any property of Artist or any other party resulting from the negligent, reckless or willful misconduct of Client.

10.3 Artist shall not be responsible for any damage to any property of Client or the event location unless due to the negligent, reckless or willful misconduct of Artist.

10.4 Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into and carry out its obligations under this Agreement; and (ii) the performance of its obligations hereunder does not and will not violate any law, the rights of any third party or any agreement by which it is bound.

10.5 IN NO EVENT SHALL ARTIST'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT.

10.6 International visas, if required, will be obtained with the assistance of the Client.

10.7 Client shall not charge direct admission for access to the Artwork described in Exhibit A without explicit, written approval from Jen Lewin Studio.

10.8 Client shall not limit or restrict public access (including but not limited to stanchions, fencing, barricades, or other barrier) to the Artwork described in Exhibit A without explicit, written approval from Jen Lewin Studio.



10.9 Jen Lewin Studio requires access for the on-site management team to any event held at the installation venue for the Artwork described in Exhibit A, public or private, including but not limited to opening events, receptions, media tours, and fundraising events.

10.10 **Illinois Freedom of Information Act.** Artist acknowledges the requirements of the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, et seq., and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

11. Maintenance & Exhibition Oversight.

11.1 For events having a duration of seven (7) full calendar days or shorter, Artist or artist representatives will stay on site to conduct any necessary repairs of the Artwork. Client will be responsible for any maintenance to the site and daily cleaning of the Artwork as referenced in Exhibit C.

11.2 For events having a duration in excess of seven (7) full calendar days, Client will be responsible for all maintenance and cleaning of the Artwork after Artist or Artist's representatives have completed installation and left Event site. Further, Artist will provide instructions and train Client, or Client's designated representative in repair and maintenance methods.

11.3 Regardless of the length of the Event specified herein, (i) upon delivery of the Artwork to the Site, Client shall execute and deliver to Artist an Acceptance of Delivery and Control Statement in the form attached hereto as Exhibit G, and in the event Client refuses or fails to execute and/or deliver same upon delivery of the Artwork, the Security Deposit shall be immediately forfeited to Artist and Artist may apply so much of the Security Deposit as shall be required to ship the Artwork and transport Artist's personnel back to Artist's usual place(s) of business (provided that the Security Deposit shall not constitute a limitation on the damages recoverable by Artist from Client to defray such expenses); and (ii) Client will be responsible for turning the Artwork on and off daily throughout the duration of Event, as well as all event staff, security, and exhibition monitoring as needed.

11.4 **Client is solely responsible for turning the sculpture OFF during daylight hours** when the light effects do not show. It is necessary to power cycle the sculpture during this time, and failure to do so will result in damage to the work. Client is solely financially responsible for repair to the artwork in the event damage occurs due to failure to power the sculpture off during the day. Failure to follow all guidelines will also result in a breach of contract, and Artist may terminate this agreement accordingly.

12. Termination

Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement effective upon written notice to the other Party if the other Party has breached any material obligation under



this Agreement, or any of its representations or warranties under this Agreement are inaccurate in any material respect, and such breach or inaccuracy is not cured within 30 days after written notice of such breach is provided by the non-breaching Party to the breaching Party. Upon any termination, all licenses granted hereunder shall terminate, and Artist shall take possession of the Artwork. In the event of termination of this agreement, Client shall be solely responsible for shipping the Artwork to the Client if the Artwork has already left Artist's studio.

Upon the expiration, termination or other cessation of this Agreement, Client shall surrender the Artwork to Artist in good, working order and otherwise in compliance with the requirements set forth in the operations and maintenance manual/instructions provided to Client by Artist.

13. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment or delegation in violation of this Section shall be voidable at the non-assigning Party's option. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

14. General.

14.1 Due Authority: Client represents and warrants to Artist that: (i) Client has full power and authority to enter into and carry out its obligations under this Agreement; (ii) the performance of its obligations hereunder does not and will not violate any law, judgment, settlement, or the rights of any third party or any agreement by which Client is bound; and (iii) the individual executing this Agreement on behalf of Client has been duly authorized to bind the Client by any required vote, consent or resolution.

14.2 Jurisdiction and Venue: This Agreement, its terms and conditions, and all transactions contemplated by this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that any action or claim arising out of or related to this contract or the breach of this contract shall be resolved by binding arbitration in Kane County, Illinois. Arbitration shall be before a single arbitrator. The arbitration shall be through the American Arbitration Association ("AAA") under the commercial rules of the AAA. The arbitrator's award shall be final and any court having jurisdiction thereof may enter judgment. The prevailing Party shall recover its reasonable attorney's fees, expert witness fees and costs incurred in connection with the arbitration.

14.3 Entire Agreement: This Agreement represents the entire understanding of the Parties hereto, supersedes any and all other and prior agreements between the Parties, and declares all such prior agreements between the Parties null and void. Headings used in this Agreement are provided for convenience only, and shall not in any way affect the meaning or interpretation hereof. Each Party has had an opportunity to have this Agreement reviewed by counsel of its choice, and therefore it shall be deemed to have been jointly negotiated and drafted by both Parties, and shall not be interpreted against either Party as the drafting Party.

14.4 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, the parties agree that such invalidity shall not affect the validity



of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

14.5 **Waiver:** No waiver of any right by either Party under this Agreement shall be of any effect unless such waiver is express, in writing and signed by the waiving Party. Any purported waiver not consistent with the foregoing shall be void.

14.6 **Force Majeure:** Either Party's failure to perform its obligations hereunder shall be excused to the extent and for the period such performance is prevented by any of the following, if beyond the reasonable control of such Party: fire, flood, earthquake, acts of God, explosion, casualty of war, or civil unrest or if any governmental action or regulation makes execution of this agreement illegal or impossible. In such case, the Party so affected shall give prompt, written notice to the other Party, and shall resume performance promptly once the foregoing condition has abated. The Party not affected by such act or condition may halt its performance hereunder until such time as the affected Party resumes its performance. If a Party's non-performance hereunder should last longer than thirty (30) consecutive days, then the other Party may terminate this Agreement.

14.7 **Employee Safety:** Artist reserves the right to not send employees to or immediately remove employees from locations under a travel advisory from a government, international NGO or health organization. This may include but is not limited to advisories for outbreaks of disease, civil unrest, war, natural disasters or any additional acts of God. Refusing to send or immediately removing Artist's employees from an area that is suffering from one of these catastrophes will not constitute a breach of Agreement. Artist will make all good faith efforts to resume or continue the Agreement once the travel advisories have been removed. In the event that Artist's exercise of the rights reserved pursuant to this Paragraph 14.7 prevents Artist from supervising and/or administering the installation of the Artwork at the Site, the Parties shall use best efforts to coordinate such supervision by Artist and/or administration by Client by video conference, teleconference or through other, similar means, so as to most closely approximate the benefits of Artist being physically present at the Site for installation, and Client acknowledges that it shall be Client's obligation to provide Artist with such visual access to the Artwork (including all portions, pieces and components thereof) using the applicable and appropriate technology, and accepts the responsibility therefor.

14.8 **Relationship of the Parties:** The Parties understand and agree that their relationship hereunder is one of contract and that they are not and shall not be construed as partners, joint ventures, or agent and principal. In no event shall either Party be authorized to act for or on behalf of the other Party.

14.9 **Amendment:** This Agreement may be amended only in writing, signed by both Parties. Any purported oral modification hereof shall be void.

14.10 **Notices:** Any notice, request, approval, authorization, consent or other communication required or permitted to be given or made pursuant to this Agreement (each, a "**Notice**") shall be in writing and shall be deemed given on the earliest of (a) actual receipt, irrespective of the method of delivery, (b) on the business day following deposit with an overnight courier if sent by express mail (or similar next day air courier service), or (c) on the fifth day after mailing by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the address set forth at the top of this Agreement. Either party shall be



entitled to change the address at which notice is to be received by providing written notice of the new address in accordance with this Section.

14.11 Counterparts and Facsimiles: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Electronic, pdf, or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, and intending to be bound by the terms hereof, the Parties have executed this Agreement as of the date first above written.

City of Aurora

Jen Lewin Studio

Name / Title:

Name / Title:

Signature:

Signature:

Date:

Date:

EXHIBIT A – ARTWORK & PROJECT OVERVIEW –THE POOL





Installation example: Jen Lewin, *The Pool* at South by Southwest, Austin, TX, 2013

ARTIST INFORMATION

Full Name of Artist	Jen Lewin Studio LLC President and Owner: Jenniffer Lewin
Nationality	USA
Identity Card	Business ID: 20-4436212
Lives & Works:	New York, New York (USA)
Mailing Address	238 E 4th St. New York, NY 10009
Telephone:	(303) 859-4345
Email Address:	jen@jenlewinstudio.com

WORK INFORMATION & SPECIFICATIONS

Title:	The Pool	Date of work:	2008
Description:	The Pool is an environment of giant, concentric circles created from interactive circular pads. By entering the pool, you enter a world where play and collaborative movement create swirling effects of light and color. Imagine a giant canvas where you can paint and splash light collaboratively.		



	The Pool is comprised of 106 interactive pads. Each pad is 34" in diameter. The Pool Installation is 40" in diameter and requires an additional 5' on all sides for accessibility. The total width of the exhibition site must be no smaller than 50'.		
Materials:	Custom LEDs, custom electronics, custom wireless control, custom roto-molded components		
Dimension Per Platform:	Length: 34"	Width: 34"	Height: 2.5"
Maintenance & Cleaning: The Pool	<p>Please refer to detailed daily maintenance requirements below. The Pool will need to be cleaned daily or every other day depending upon use and season using a mop, dry rags, and water. THE SCULPTURE MUST BE TURNED OFF DURING THE DAY, AND ON AGAIN SHORTLY BEFORE SUNSET. Client shall be responsible for providing a designated person to perform maintenance and cleaning as specified in Exhibit B. Artist shall train Client's maintenance designee at the time of installation. Further Artist will provide component replacement parts and tools needed for maintenance.</p>		
Insured Value of the Artwork:	The Pool USD\$ 160,000.00		

FREIGHT & STORAGE

Crate1 Dimension (cm):	Length: 37"	Width: 41"	Height: 71"
Crate2 Dimension (cm):	Length: 37"	Width: 41"	Height: 71"
Crate3 Dimension (cm):	Length: 37"	Width: 41"	Height: 71"
Crate4 Dimension (cm):	Length: 37"	Width: 41"	Height: 71"
Crate 5 Dimension (cm):	Length: 37"	Width: 41"	Height: 71"
Total Weight Artwork + crate (kg):	1769 KG (3900 pounds)		
Shipment & Delivery:	ARTIST WILL COORDINATE AND ARRANGE FOR SHIPPING AS Defined in Exhibit D.		
Remarks & Instructions:	<p>The Pool will ship in 5 custom crates with clear packing instructions (provided by Artist). The crates require a pallet jack (see Exhibit C) for loading and unloading. The empty crates will be stored during the event (at the Client's cost) and re-used to re-ship The Pool back to New York. These crates will need to be accessible throughout the duration of the exhibition.</p> <p>Should the artwork need to be returned prior to an exhibition's closing date, Artist will coordinate the shipment, whereas Client will be responsible for all shipment costs.</p>		



ARTIST OBLIGATIONS:

ITEM	DESCRIPTION
Freight	Jen Lewin Studio manages and coordinates their own door-to-door shipping logistics. Our team specializes in international freight and CARNET paperwork for a majority of Jen Lewin Studio exhibitions. Payment terms for all shipping is outlined in Exhibit D. <u>All shipping costs are for air freight or trucking only. Jen Lewin Studio does not allow work to ship via ocean freight.</u>
Installation	The Pool travels with 2 trained members of the Jen Lewin Studio staff to check the installation, fine-tuning, and maintenance of the sculpture. Per-diem fees for Jen Lewin Studio personnel may be billed to the client. The installation will be installed in a manner that is deemed safe by both the Client and the Artist. Jen Lewin Studio staff will remain on site for up to 7 days of the exhibition, as Jen Lewin Studio’s schedule allows. During this time, they will be available for maintenance and repair (if needed) and to train site staff on day-to-day monitoring, cleaning and running of the sculpture. When on site, Jen Lewin Studio staff will not provide security for the sculpture, nor active monitoring for the event.
Artwork	Jen Lewin Studio provides detailed and customized configuration of the sculpture for every exhibition.
Support	Jen Lewin Studio provides remote production and logistical support in advance and throughout the full duration of the exhibition.
Maintenance & Repairs	The sculpture and installation team arrives with all specialty tools, materials and spare component replacement parts needed for installation and regular maintenance. All components needed to run the sculpture, but for a workable site and power, or any special hardware or tools needed specifically for the site, are provided. If special equipment is required to unload or load Jen Lewin Studio’s crates, or to install the work within the landscape, these tools will need to be provided by the client
Insurance	Jen Lewin Studio maintains, at their own expense, general commercial liability for all traveling exhibitions.

EXHIBIT A – Notes:

- Client understands that LED illumination and LED Color cannot be seen in full daylight or direct sunlight.
- When installing upon grass The Pool can potentially leave demarcations at the exhibition site especially during exhibits lasting 30 days or more.
- When installing upon grass or a soft surface 6” inch staples and 10” inch stakes are used to secure the sculpture and will puncture irrigation or utility lines and piping that are not clearly marked.



Daily Check & Weekly Maintenance Requirements The Pool

DAILY VISUAL CHECK:

Each day, you must **TURN THE SCULPTURE ON 1 hour before sunset, and TURN THE SCULPTURE OFF** at the agreed upon end time. Power cycling the sculpture is ESSENTIAL.

Each day, you must confirm the below lists under “Site check” and “Artwork check” before opening the Site and Artwork to the public. Please document the Site and Artwork before and after maintenance each day and email these photos to service@jenlewinstudio.com daily, with the subject header “The Pool, Site check”. Jen Lewin Studio will provide you with a check in sheet that must be filled out daily. Failure to do so will result in a breach of this agreement.

Do not turn on the sculpture if you see any of the below issues. Email service@jenlewinstudio.com immediately, and do not open the Site or Artwork to the public until a member of the Studio has condition checked the work for safety.

Site check:

- 1) Check Site for any visible hazards such as trash, debris, or external Site conditions that may have changed (such as falling branches, overgrown bushes, etc.)
- 2) Check the deck to make sure it still looks stable and no hardware (screws, brackets, etc.) has come loose
- 3) Check to make sure the decking turf has not come loose—check between the platforms, and around the edge of the turf
- 4) Make sure signage is still up and in place
- 5) Visually confirm that the AC power systems (AC plugs from the Site that provide main power to the sculpture) are well attached. Visually confirm that no power cord has been cut, nor has been exposed metal

Artwork Check:

While the sculpture is OFF:

- 1) Check platforms to make sure they are still secure to the deck and to each other and have not come loose
- 2) Visually check to make sure there are no apparent wiring faults (broken power cables with exposed wires)
- 3) Check to make sure platforms are intact, and there are no breaks or cracks on their surfaces
- 4) Confirm platforms are not slippery due to ice or water buildup
- 5) *Call Jen Lewin Studio if any of the above issues exist or if you see any visual hazard. JLS can be on site within a few hours to fix issues within the sculpture itself. Please do not turn on the sculpture if you see any of the above (or other issues.)*

WEEKLY MAINTENANCE REQUIREMENTS:

- 1) Sweep, or blow off any visible dirt, trash, leaves, or debris
- 2) Mop any visible mud, snow, or other weather buildup if needed
- 3) Check main AC power connections and GFCI breakers to make sure they are operating. Make sure AC power connections and GFCI breakers are dry.
- 4) Email Jen Lewin Studio with a site update (service@jenlewinstudio.com) with the header “Weekly maintenance” and fill out JLS Maintenance Sheet.



EXHIBIT B – PROPOSED SCHEDULE

Event schedule must be finalized and approved by the parties 30 days prior to the event date.

Date:	Item Description:	Provided By (As Applicable):
TBD	The Pool ships Brooklyn > Aurora, IL	Provided by Artist
TBD	The Pool arrives in Aurora, IL	Client must be available to receive the artwork. Receiving the artwork will require a doc and forklift.
09/29/2024	Arrival of Jen Lewin Studio Staff	
09/30/2024	Start of Installation of The Pool	Client + Artist
10/02/2024	Completion of Installation of The Pool	Client + Artist
10/02/2024 (Evening)	Testing and Tuning of work with JLS staff on site	Artist
10/03/2024	Media Capture, Testing and Tuning of work.	Artist
10/04/2024	Exhibit Open to Public	
11/02/2024	Completion of Exhibit	Provided by Client
11/04/2024	Breakdown of The Pool	Provided by Client
10/06/2024	Departure of Jen Lewin Studio Staff	
11/05/2024 TBD	The Pool ships Aurora, IL > Brooklyn	Client + Artist



EXHIBIT C – CLIENT OBLIGATIONS

ITEM	DESCRIPTION
Electricity (Domestic)	The power needed to operate The Pool varies depending upon the desired configuration. The Pool operates on 5 (five) 15 amp 110 VAC outlets each on their own GFCI breaker or an approved generator. Power source must be within 20' feet (6 meters) of the sculpture. Client is responsible for any licensed electrical or contract work that requires a local permit.
Electricity (International)	The power needed to operate The Pool varies depending upon the desired configuration. The Pool operates on 5 (five), 16 amp 220/240 VAC outlets each on their own GFCI breaker or an approved generator. Power source must be within 20' feet (6 meters) of the sculpture. Information regarding power adapters must be provided four weeks in advance of exhibition. Client is responsible for any licensed electrical or contract work that requires a local permit.
Equipment	A pallet jack and/or forklift for unloading and storing crates as needed.
Import/Export	Regardless of location, Client will act as Importer of Record (or country equivalent) for the Artwork. Client is responsible for understanding the rules and regulations for the country they are importing the Artwork to. Client is liable for all additional duties/fees and taxes that may be levied against the Artwork during the customs/import/export process.
Security	24-hour security of the exhibition from install to breakdown
Storage	A dry and secure storage space that can accommodate 5 exhibition crates – number of crates varies upon configuration. Jen Lewin Studio will need to access storage where the crates are located throughout exhibition.
Staff	4 people to assist with install (8 hours) as well as 4 people to assist with breakdown (8 hours) Daily staff for artwork and venue maintenance, cleaning, and upkeep (1 hour daily)
Site Prep	Exhibition venue must be reasonably flat and clear of any obstacles that would obstruct or distract from the installation of the sculpture. The site must also have access to water for cleaning and maintenance.
Site Cleaning	Clients are required to keep Artwork clean, free from mud, trash, water and snow. This may require cleaning it daily depending on weather and use.
Final Cleaning	Depending on the length of exhibition, Artist may require the Client to provide a cleaning team to fully clean the Artwork before it is de-installed and packed up for final transit. This will be discussed on a case-by-case basis.
Permits	Client is required to obtain all venue, work and all local permits. This may include special shipping customs permits if required by the Client to import the work. If a site has special permitting or work requirements that will not allow existing Jen Lewin Studio staff to safely do their work, any delays or cost associated these delays, including fees for additional required or specialized labor will be incurred by the Client.
Surface Installation	A minimum of 35 feet in diameter surface area is required for the smallest configuration of The Pool. Configurations are customized for every exhibition. The Pool can be installed upon grass, dirt, or a hard surface. Client must be able to completely turn off any irrigation or ground sprinklers. Buried utilities and irrigation will also need to be clearly marked. Installation site needs to be approved in advance by Jen Lewin Studio.
Turf for Decking Surface (If Needed)	If a decking structure is built for the exhibition, it must have black astroturf/black turf used to cover it. Other colors of turf are not acceptable. Type and style of turf must be pre-approved by Jen Lewin Studio.



Signage	A publicly visible sign naming: "Jen Lewin, The Pool, 2008" the design of which must be pre-approved by Jen Lewin Studio in advance. Client is responsible for posting signage around the installation location that states "Please play safely and at your own risk. Please no jumping, leaping or running." Signage must be placed on location no later than 24 hours before Artwork is opened to the public.
Public Safety within the site	Client is responsible for making sure the overall site is safe for public use. The sculpture may be slippery when wet, or covered in snow or ice. Client must work with Jen Lewin Studio to make sure that the piece is safe. This may require installation of sod, wood chips, a deck, or turf to mitigate mud and wet conditions. Client may need to re-coat the sculpture with anti-slip spray if busy wet conditions persist. Client must remove snow and ice when the work is open for public play.

Client must provide or assume the cost of the following:

Additional Requirements:

- Power source must be within 20' feet (6 meters) of the sculpture
- Jen Lewin Studio will need to access storage where the crates are located throughout exhibition
- Jen Lewin Studio requires (2) two full days and (2) full nights for installation and testing prior to exhibition opening
- Power must be provided by 5pm, 2 nights before opening for proper testing
- For international exhibitions, information regarding power adapters must be provided four weeks in advance of exhibition
- Clients are responsible for any licensed electrical or contract work that requires a local permit
- Jen Lewin Studio must approve any scheduled private or ticketed events during the exhibition
- Client understands that LED illumination and LED color cannot be seen in full daylight or direct sunlight



EXHIBIT D
BASE PROJECT BUDGET

S/No	Item/Description	Qty	Amount	Remarks
1	Base Material Cost for Physical Sculpture	1	\$85,000.00 USD	+This base fee is not inclusive of expenses such as Shipping, Travel, Permits, Taxes or Customs Duties.
2	Travel Expenses INSTALL Lodging, Ground Transportation, Food (2 people for 7 nights) – Install		\$3,115.00 ESTIMATE AND SUBJECT TO CHANGE	8 days, 7 nights, 2 staff member. Hotel and meals \$175 per person per day rental car/uber: 75 per day shared
3	2 Round Trip Economy Flights: NYC –Aurora IL– NYC	1	\$400.00 ESTIMATE AND SUBJECT TO CHANGE	Flights per person Round trip \$200
4	Insurance: -General Liability (Jen Lewin Studio) -Public Liability, minimum \$250K (Client)			Provided by both, Client insurance is PRIMARY
5	4 trained professional technicians/laborers to assist with the install and de-install of the sculpture.			Provided by Client
6	Tools and Equipment: Pallet jack for lifting			Provided by Client
7	Local Certification (as needed and requested by Client)			Provided by Client
8	Storage of Crates during exhibit			Provided by Client
9	Site preparation			Provided by Client
10	Onsite power that can properly connect to the sculpture			Provided by Client
11	Any additional construction or facility changes needed to create a level surface, contained area, or to adapt the exhibit space to house the sculpture. This may include building a wood decking structure w/ a black AstroTurf covering for installations on concrete/asphalt/tiles/pavers.			Provided by Client
12	Any printed signage or display material at the Venue			Provided by Client
13	Local Repair Work by JLS agent who will be on call to fix any failures beyond basic maintenance.			Provided by Artist
PROJECT FEE ESTIMATED TOTAL				\$88,515.00 USD*
*Fee is not inclusive of "Additional Costs".				



ADDITIONAL COSTS

	<p>Freight: Export Door-to-door (includes transit freight insurance) Any delivery charges between point-of-entry to exhibition (and vice versa) and non-USA required country specific taxes must be paid by the Client in addition to this material cost and fee. Jen Lewin Studio only ships artwork via Air Freight and does not allow work to ship via Ocean Freight.</p>		<p>\$5,000.00 ESTIMATE. TO BE BILLED WITH ACTUAL FINAL INVOICES.</p>	<p>+As well as any brokerage and/or Customs or Duty Fees Shipping quote is an overestimate as of the date of this document. Actual shipping information cannot be provided until 30 days out from shipment Clients are also able to provide their own shipping methods if desired.</p>
2	<p>Freight: Import Door-to-door (includes transit freight insurance) Any delivery charges between point-of-entry to exhibition (and vice versa) and non-USA required country specific taxes must be paid by the Client in addition to this material cost and fee. Jen Lewin Studio only ships artwork via Air Freight and does not allow work to ship via Ocean Freight.</p>		<p>\$5,000.00 ESTIMATE TO BE BILLED WITH ACTUAL FINAL INVOICES</p>	<p>+As well as any brokerage and/or Customs or Duty Fees Shipping quote is an overestimate as of the date of this document. Actual shipping information cannot be provided until 30 days out from shipment Clients are also able to provide their own shipping methods if desired.</p>
<u>ESTIMATED TOTAL FOR ADDITIONAL COSTS</u>				\$10,000.00 USD



EXHIBIT E – PAYMENT SCHEDULE

Amount	Description	Honoring of Payment	Payment Due Date
\$29,750.00	Deposit	Upon signing of contract by both Client & Artist	Within 30 days of receipt invoice
\$29,750.00	2 nd Payment	Due 60 days before project Ships to Client. Project will not ship without this payment.	Invoice Due: Date TBD. Client will be responsible for initiating this payment 30 days before final verified ship date.
\$12,750.00	3 rd Payment	Due 30 days before the completion of installation, before the project opens to the public.	Invoice Due: October 3, 2024 Client will be responsible for initiating this payment 30 days before the exhibition opens to the public.
\$12,750.00 + shipping, travel expenses and flights. Estimate: \$25,950 Shipping quote is an overestimate as of the date of this document. Actual shipping information cannot be provided until 30 days out from shipment. Clients are also able to provide their own shipping methods if desired. This is an estimate, Flights, and travel expenses will be provided with full receipts after installation has ended.	4 th Payment	Final Payment. Due 30 days before the close of the exhibition.	Invoice Due: November 3rd Client will be responsible for initiating this payment 30 days before the exhibition closes.

Payment Terms: All invoices are Net 30 Days.

Late Payments: All payments must be paid by the above dates. Payments that are late by 1 – 7 business days will incur a fee of 1.5%. A 3% charge will be placed on payments that are delayed longer than 8 business days. **Delays in payments may delay the installation, shipping, or fabrication of the sculpture.**



EXHIBIT F – METHOD OF PAYMENT



Electronic Funds Transfer Authorization and ACH Payment Information

Jen Lewin Studio accepts payments through electronic fund transfers. I authorize you to directly deposit payments in the accounts listed below with an attached voided check. This authorization is to remain in force until you receive written authorization from Jen Lewin Studio of a change or termination.

Name: JEN LEWIN STUDIO, LLC

Mailing

Address: 238 East 4TH STREET
UNIT "A"
NEW YORK, NY 10009

Telephone: (303) 859-4345

Email: INFO@JENLEWINSTUDIO.COM

Authorized By: JEN LEWIN

Title: PRINCIPAL/ARTIST

If you have any questions, please contact Jen Lewin Studio at info@jenlewinstudio.com

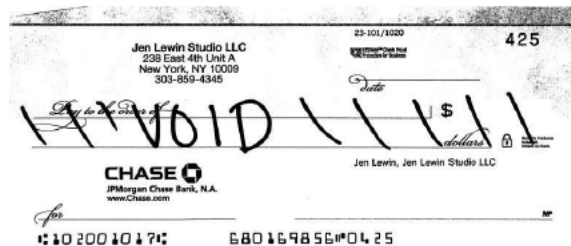
ACH Payment Information:

Routing Number: 102001017

Account Number: 680169856

Account Name: Jen Lewin Studio LLC

Bank: JP Morgan Chase





Customer Information for Incoming Wire Transfers

We have created this guide to explain some key terms and standard information that may be required for another person to send you a wire transfer payment. It is **not** an agreement by the bank to accept or transmit the wire transfer payment.

Key Terms
ABA Routing/Transit Number - used in the US to identify financial institutions.
SWIFT Code - unique identification code for a bank/branch; used for an international transfer.

DOMESTIC WIRES

✓ Provide Chase Bank's ABA Routing/Transit Number **021000021**

INTERNATIONAL WIRES

✓ Provide Chase Bank's SWIFT Code **CHASUS33**

For WIRES only. These numbers will not work for ACH payments. Please refer to our separate ACH instructions.

Your Chase <u>Account Number</u> 680169856	<u>Account Name:</u> Jen Lewin Studio LLC
<u>Amount of the Wire:</u>	<u>Receiving Bank Name:</u> Chase
For Domestic transfers, Chase <u>ABA Routing/Transit Number:</u> 021000021 <small>Routing # for WIRES only (not for ACH)</small>	<u>Receiving Branch Address:</u> JPMorgan Chase Bank NA 1111 Polaris Parkway, Columbus, OH 43240
For International transfers, Chase <u>Swift Code:</u> CHASUS33	
<u>Other Information:</u>	

Important!

- Incoming funds will be credited based solely on the Account Number you provide. BE CERTAIN you confirm that the Account Number is correct.
- Any error or incomplete information may result in the wire going to the wrong person or being delayed, which could result in the loss of funds.
- Incoming funds may be deposited into the checking or savings account or may be applied as a payment to the loan or line of credit.
- Incoming funds cannot be credited to a Chase Liquid Prepaid Card.
- Incoming funds may take 1 full business day before the funds are received from the sender.

M1208-01 (12/14)

