

[REDACTED]

4th

For Further Design Development.

Working Drawings and Implementation
of the Artwork

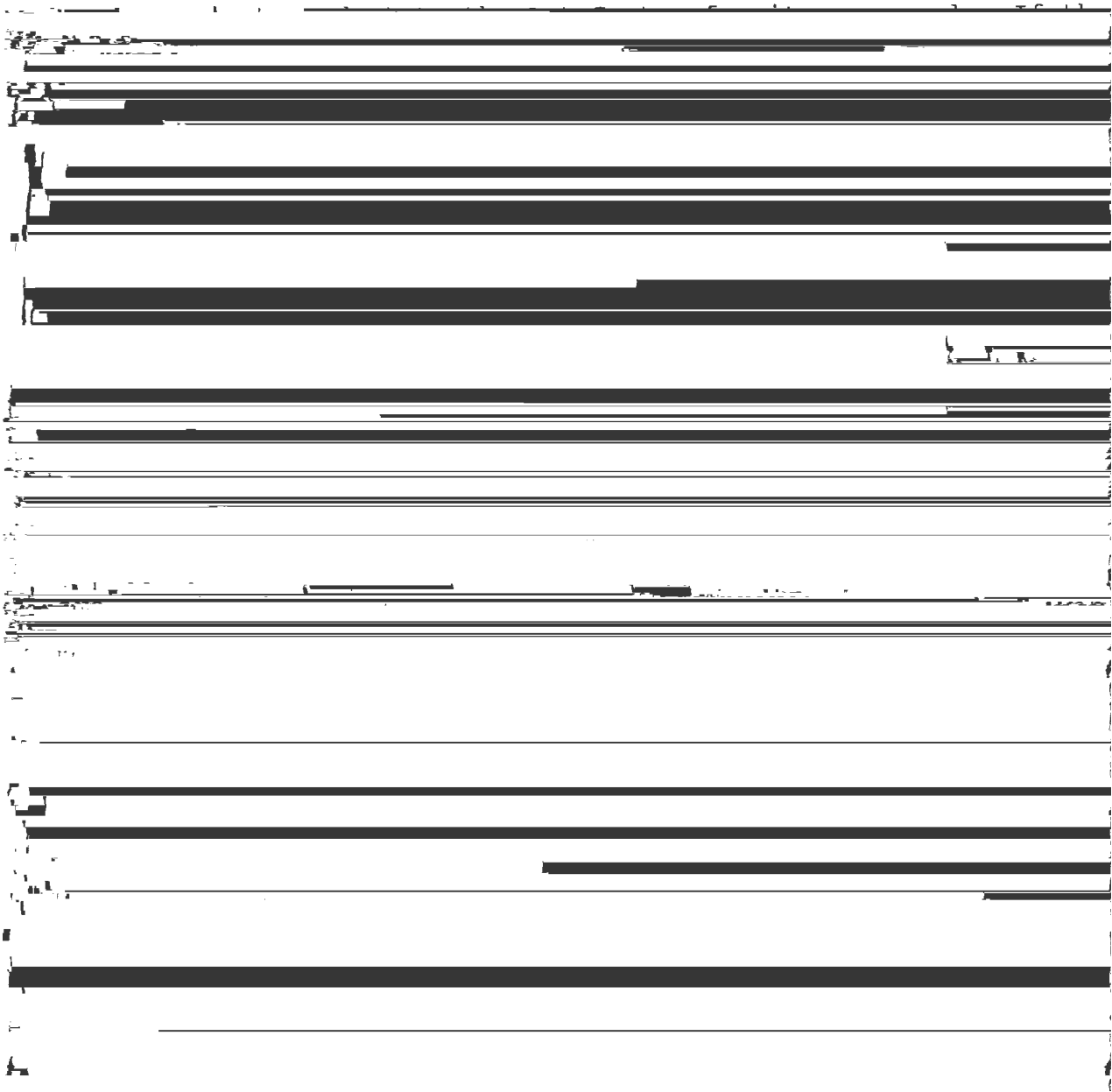
THIS AGREEMENT is made this _____ day of
1994 by and between the Edmundson Art Foundation, Inc., Des
Moines Art Center, hereinafter referred to as the "Art Center" and
Mary Miss hereinafter referred to as the "Artist."

WHEREAS, the Art Center is commissioning artwork for its
permanent collections and allocating funds for the establishment of
site specific art in public spaces adjacent to the Art Center and

[REDACTED]

1.1 General

- (i) further define the form and placement of elements and landscaping,
- (ii) refine material selections
- (iii) prepare a final budget as set forth below.
- (iv) develop such documentation as the Artist in her sole discretion considers necessary to fix and describe the final character of the Work. ("Artist's Working Drawings")
- (v) prepare an updated project budget.
- (vi) present the Artist Working Drawings and



review and to approve the Construction Documents in order to ensure

the site elements and elements related to general upgrading of

the Working Drawings and general aesthetic intent.

1.4 Project Budgeting.

(i) The Artist together with the Park and Recreation Department and the Art Center shall prepare a final budget for the work based on estimates solicited based on the Working Drawings and Construction Documents.

(ii) The Budget shall be presented for approval of the Art Center with the submission of the Working Drawings and Construction Documents.

(iii) The Art Center may either approve the proposed Budget and the Working Drawings or alternatively in consultation

for, the total cost of construction. Artist shall endeavor to provide accurate cost estimates and effective cost control to the best of Artist's ability, but payment of Artist's fee is not predicated upon the accuracy of the subject estimates. However, the Artist will redesign the Artwork, without any increase in the Artist's fee calculated under Article 3, after fabrication and installation bids are received, if necessary, to come within the approved budget.

(iv) The Artist shall visit the Site at intervals approved by the Art Center and appropriate to the state of construction to become generally familiar with the process and quality of the Project completed and to determine in general if the Project is being performed in a manner indicating that the Project when completed will be in accordance with the Proposal and the Working Drawings.

[REDACTED]

(i) Contract with Architect, landscape Architect and other consultants to assist Artist in carrying out further design development and to prepare Construction Documents. Unless

(iii) [redacted] for the landscape architect and [redacted]

relevant other consultants to consult with the Artist and provide such technical information and support services as are necessary to

[redacted]

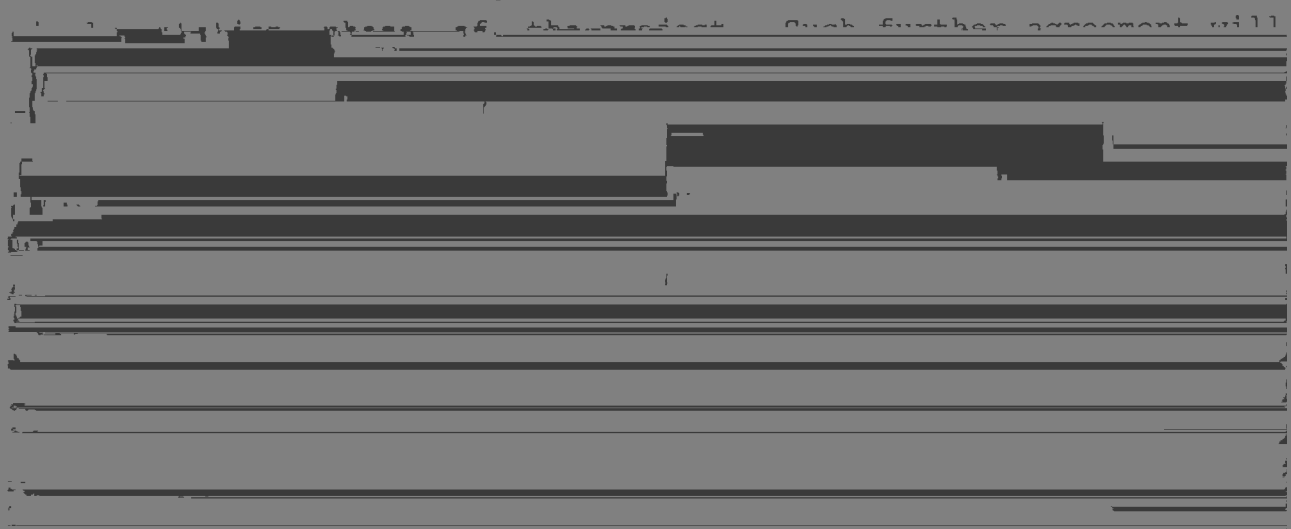
permit the Artist to carry out Further Design Development including such information as is relevant to preparation of a final budget

[redacted]

[REDACTED]

project is 50% complete,
with Twenty-Five Thousand (\$25,000) when the

The parties will mutually agree upon a time table for payments and amendments to agreement prior to commencement of the



be provided in more detail at acceptance of the parties with respect to installation and provide for such installation and other requests.

8. **Title and Ownership** - Upon completion of the Project and upon final payment to the Artist by the ART CENTER, title to the Project shall pass to the ART CENTER.

8.1 The Artist shall own all studies, drawings, designs, models and photographs produced by the Artist pursuant to this Agreement.

8.2 Alteration of the Work or of the Site.

(i) Art Center agrees that it will not intentionally damage, alter, relocate, modify or change the Work without the prior written approval of the Artist.

(ii) Art Center shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

8.3 Moral Right. Art Center will not use the Work in any manner which would reflect discredit on the Artist's name of reputation as an Artist or which would violate the spirit of the

8.7 Additional Rights and Remedies. Nothing contained in this Article 9 shall be construed as a limitation on such other rights and remedies available to the Artist under the Visual Arts Rights Act of 1990 or under any other law which may now or in the future be applicable.

9.1 Signage. ART CENTER agrees to use its best efforts to incorporate the Artist's rights in this Article as a condition of any transfer of the Project. The Artist retains the right to disapprove any transfer which fails to incorporate the Artist's rights of this Article. The Artist's name, copyright notice,

title, and date of the Project are to be displayed near or on the Project at all times in a mutually acceptable location.

9.2 Maintenance. ART CENTER recognized that maintenance of the Project on a regular basis is essential to the integrity of the Project

10. **TERMINATION OF THE CONTRACT**

If either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulation material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of it's intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the

notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by ART CENTER, ART CENTER shall promptly compensate Artist for all services performed by the Artist prior to termination. In the event of a substantial and material default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at ART CENTER's option become it's property provided that no right to fabricate or execute Project shall pass to ART CENTER. Notwithstanding the foregoing, the Artist and ART



12. **ENTIRE AGREEMENT**

Except as otherwise provided herein, this writing embodies the entire agreement and understanding between the parties

and there are no agreements and understandings oral or

written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

13. **NO COPARTNERSHIP, JOINT VENTURE OR AGENCY** - It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of copartners, joint venturers, or agents between ART

16. HEIRS AND ASSIGNS - This Agreement shall be binding upon and shall inure to the benefit of ART CENTER and the

successors, and permitted assigns.

17. The members of the Board of Directors of the ART CENTER FOUNDATION shall have no personal liability for the performance of