

**AGREEMENT BETWEEN THE CITY AND ARTIST FOR THE CREATIVE ART
DELRAY BEACH ARTIST IN RESIDENCY PROJECT**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and **MARK FULLER** (hereinafter called **ARTIST**).

WITNESSETH:

WHEREAS, the City, through the Delray Beach Public Art Advisory Board, is sponsoring a city-wide art project known as “Creative Art Delray Beach” (“Project”), the purpose of which is to create signs that feature the word “ART” (“Work”) at locations approved by the City as permanent public artwork; and

WHEREAS, the Delray Beach Public Art Advisory Board issued a Call to Artists on February 2, 2016 for an artist in residence who will work with the City to create the Work. A copy of the Call to Artists is attached hereto as Exhibit “A”; and

WHEREAS, at a public meeting on April 28, 2016, the Delray Beach Public Art Advisory Board selected an artist team of Mark Fuller and Agata Ren to be artist in residence for the Project; and

WHEREAS, a copy of artist team’s proposal, as approved by the Delray Beach Public Art Advisory Board (“Project Proposal”), is attached hereto as Exhibit “B”; and

WHEREAS, the City has determined that the Work is in the best interests of the City and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The recitations set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. The **ARTIST**, as evidenced by the execution of this Agreement, acknowledges that he/she has examined all specifications and requirements of the Call to Artists, attached as Exhibit A. **ARTIST** hereby agrees to create the Work depicted in the Project Proposal, attached as Exhibit B, as further enumerated herein.

3. In accordance with the Call for Artists, City shall pay an Artists Fee to the the Artist team of Mark Fuller and Agata Ren in the amount of Twenty Thousand Dollars (\$20,000.00) for artistic services. Payment by the City pursuant to this Agreement shall be made in four installments of Five Thousand Dollars (\$5,000.00), with each payment to be made upon completion of four (4) chairs and upon City’s receipt of an invoice from the **ARTIST** for same, with **ARTIST** to submit the final invoice after the fifteenth and

final chair is completed. Payment shall be due within thirty (30) days of receipt of invoice from **ARTIST** for same.

4. In accordance with the Call for Artists, City shall reimburse the **ARTIST** materials and installation costs in an amount not to exceed \$10,000 (Material Fees). To obtain payment for reimbursement, **ARTIST** shall submit to the **CITY** an original invoice plus one copy together with any other information or documentation which may be reasonably required by City to review and confirm the adequacy of the payment reimbursement request no later than sixty (60) days after the Project has been completed and accepted by the **CITY**. Invoices shall designate the materials obtained. **CITY** shall pay **ARTIST** within thirty (30) calendar days of receipt of **ARTIST'S** proper invoice, and as required by the Florida Prompt Payment Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of **ARTIST** to comply with a term, condition, or requirement of this Agreement.

5. The **ARTIST** shall complete construction of the art project, hereinafter referred to as the "Work", within one year of receiving a written notice to proceed from the **CITY**, unless extended by written agreement.

6. All notices, requests, demands, and other, if given, must be personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to **CITY**: Director of Parks and Recreation
 City of Delray Beach, FL
 100 NW 1st Avenue
 Delray Beach, FL 33444

As to **ARTIST**: Mark Fuller
 1080 Gator trail
 West Palm Beach, FL 33409

7. The **ARTISTS** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this Agreement and, specifically, the **ARTIST** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **ARTIST** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions and obligations contained in the Agreement.

9. **ARTIST** shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees from and against any and all

causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, **ARTIST**, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, **ARTIST** shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend the City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Artist under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

10. The **CITY** may, in its sole discretion, terminate this Agreement upon 10 days written notice to the **ARTIST**. Upon termination the **ARTIST** shall only retain such funds that have been expended to date. The remaining funds, if any, shall be returned to the **CITY** within 30 days of the termination.

11. **ARTIST** shall provide the **CITY** with a written Bill of Sale conveying title to the **CITY**, and a sworn statement of no liens, claims or other encumbrances. Such documents shall be in a form substantially similar to the form attached as Exhibit "C".

12. The **ARTIST** warrants that the Work shall be free of defects in material and workmanship and that the **ARTIST** shall correct at his/her expense any such defects which appear for a period of one (1) year from delivery of the Bill of Sale for the Work.

13. The **ARTIST** warrants that the Work is an original and that the Work does not infringe upon any copyright.

14. Title to the Work shall vest in the **CITY** upon completion of the Work. The **CITY** may reproduce images of the Work, for non-commercial use, including but not limited to public information, educational and promotional purposes without written consent of the **ARTIST**.

15. The **ARTIST** retains (1) copyright of designs created (2) all rights to the Artists Rights Act of 1990, and any successor act, except that the **ARTIST** hereby waives the rights under 17 U.S.C. 106A, and (3) all rights expressly granted in this Agreement.

16. The **ARTIST** hereby acknowledges that the Work will become an integral part to the streetscape and that installation and integration of the artwork may subject the artwork to future removal, destruction, or other modifications by reason of its removal from the structure or the renovation, destruction or redevelopment of the structure.

Notwithstanding the foregoing, the **ARTIST** hereby consents to the incorporation of the artwork into the streetscape and waives any rights in the artwork granted by 17 U.S.C. 106A, Visual Artists Rights Act of 1990.

17. **ARTIST's** rights, including but not limited to all copyrights, if applicable, under this Agreement are not assignable and shall cease with **ARTIST's** death and do not extend to **ARTIST's** heirs, successors or assigns. **CITY's** rights and obligations under this Agreement may be assigned without the consent of **ARTIST** at any time, without prior notice to **ARTIST**.

18. **ARTIST** shall notify the **CITY** of any permanent change of address from that stated in Paragraph 6 hereof, and the failure of **ARTIST** to do so shall be deemed a waiver by **ARTIST** of **ARTIST's** rights to enforce those provisions of this Agreement that require the express approval of **ARTIST**.

19. **ARTIST** shall provide certificates of insurance to the City evidencing its insurance coverage and naming the City as an additional insured. Such insurance shall be in an amount and form that is acceptable to the City and shall be delivered to the City prior to execution of this Agreement. If **ARTIST** fails to provide the certificates of insurances in a form acceptable to the City, the City may immediately terminate this Agreement.

20. This Agreement shall be considered null and void unless signed by both the **ARTIST** and the **CITY**.

21. This Agreement shall be governed by the laws of the State of Florida as now and thereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

22. This Agreement and the documents attached hereto constitute the entire agreement between the **CITY** and the **ARTIST** and may only be altered, amended or repealed by a duly executed written instrument.

23. Force Majeure. **CITY** shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials or services, government restriction (other than City), enemy action, civil commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of **CITY**.

24. Inspector General. **ARTIST** is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from **ARTIST** and its subcontractors and lower tier subcontractors. **ARTIST** understands and agrees that in addition to all other remedies and consequences provided

by law, the failure of **ARTIST** or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

25. Public Records. **ARTIST** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **ARTIST** agrees to:

- a. Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of Artist at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to Artist.
- e. If Artist does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary D. Glickstein, Mayor

Approved as to form:

City Attorney

WITNESSES:

ARTIST

Suzanne Fisher
Suzanne Fisher
(please type or print name)

By: Mark Fuller
Mark Fuller

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of June 2016, by MARK FULLER, who is personally known to me or who has produced _____ as identification and who did take an oath.

Alberta L. Gaum-Rickard

Notary Public

My Commission Expires:

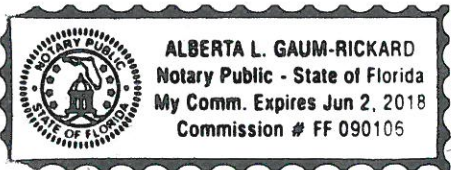


Exhibit "A"

Call to Artists

Delray Beach Public Art Advisory Board

Call to Artists: Creative ART Delray Beach Project

PROJECT

Creative ART Delray Beach Project

DESCRIPTION

Artist to work with city stakeholders and staff to create unique works of art in the form of signage featuring the word ART.

DUE DATE

February 26, 2016

ARTIST FEE

\$20,000

PLUS MATERIAL FEE

Not to exceed \$10,000

LOCATION

City Wide

EMAIL APPLICATION

fisher@mydelraybeach.com

OR gaum@mydelraybeach.com

BACKGROUND

Creative ART Delray Beach is a city wide art project sponsored by the Public Art Advisory Board. The project joins community stakeholders and city staff with an experienced public artist to create and site ART signs throughout the City.

DESCRIPTION

Selected artist to act as Artist in Residence and work in collaboration with the city stakeholders and staff to create unique works of art in the form of signage featuring the word ART. The signs can be in any medium that is appropriate and lasting. These works of art will be inspired by those who serve the City and will be mounted on/or adjacent to public structures throughout the City. This is a unique opportunity for an artist or team of artists to have their work displayed city wide and have a permanent presence in our artful City.

APPLICATION REQUIREMENTS

- Artist's resume (including contact information)
- Letter of interest including medium that will be used
- Maximum of 10 digital images of artist's work
- Detailed sketch of ideas for ART signs

NOTES

- Project to be completed within (1) one year of executed contract
- 15-20 ART signs; exact number to be determined
- Each ART piece will be approved by Board
- Insurance Certificate naming City of Delray Beach as additional insured
- Artist to provide all supplies and/or equipment needed for ART pieces.

For more information call-(561)243-7136

Exhibit "B"

Artists' Project Proposal



Agata Ren
Art Concepts by Ren LLC
561.523.3686

.....
info@agata-ren-art.com
agata-ren-art.com

Creative ART Delray Beach Project Proposal

Artist Team Mark Fuller and Agata Ren

Letter of interest

The basis of my interest for this project is to create 15 signs of art, each one unique and inspired by a different city stakeholder but all of those signs with a cohesive design. And my interest is to engage the public about public art.

The design for the signs I'm proposing would look like a chair. All the chairs would have the same form but yet various designs since each one would be inspired by a different Delray Beach city stakeholder and what the city stakeholder loves about Delray Beach and in general. For example: color/form/beach/dogs/kids/palm trees/birds/parks/pineapples/Atlantic Avenue.

The public is supposed to be engaged about public art.

The idea is basically for people to be attracted by the tall and colorful design, to sit on the chair and take selfie's or photos. Placed on the chairs would be hashtags like #DelrayBeachPublicArt for people to tag those art sign photos on social media. Each chair would be numbered, for example 1/15, so people could do something like a scavenger hunt throughout the city making photos with each one of those signs.

Specifications

The form of the chair could be either straight (2.5 ft wide) or wavy (2 ft wide) which would be inspired by the wavy form of the Gateway sculptures in Delray Beach. The word ART would be cut out on the top of the sign to add the environment into the art piece and to help with occurring windflow in Florida.

The production of the chairs would be done by Mark Fuller. The Art-Sign-Chairs would be 8 feet tall and 2 feet wide. 0.125" or 0.375" aluminum back panel, 2"x2" aluminum posts, .375" aluminum seat; polyester powdercoat finish. They would be painted by me with durable high-quality outdoor paint. Some could be printed digitally by Mark Fuller after supplying him design creation for the chair.

The city of Delray Beach would be responsible for installation and lighting if desired.

Thank you for your consideration!



Agata Ren
Visual Artist
Art Concepts by Ren

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+1(561)523-3686
info@agata-ren-art.com
agata-ren-art.com

RESUME

Education

Studied at University of Applied Sciences Duesseldorf, Year 1999-2005
* Art, Photography, Design, Illustration, Typography and Film
Graduated with a German University degree equivalent to that of a U.S. Masters degree

Awards

2016:
First Place, CONTINUUM 2016, Florida Panther, Mixed Media on wood + Metallic on Plexiglass + LED
2015:
First Place, Lighthouse ArtCenter Museum, Florida Rainbow Snake, Mixed Media on wood, judged by Paul Fisher
Honorable Mention, Coral Springs Museum of Art, Aurochs, Mixed Media on wood
2nd Place Winner, people's online choice, ArtServe FLL, Western Hoolock Gibbon, Mixed Media on wood with LED lights

Affiliation

Jury Chairperson WITVA 2016

Exhibiting member:
Boca Museum of Art Artist Guild (2015-present)
WITVA (2015-present)
Cultural Council of Palm Beach (2012-present)
Delray Art League (2010 - 2014)
Artists of the Palm Beach County (2010 - 2012)
Member, South Florida Artists Association (2010 - 2011)

Public Art

Carlson Hotels, Inc - Barn Owls Image for commercial use; wall graphics in Hotels for a period of ten years, 2016
Art at the Airport, Palm Beach International Airport, July 29 – December 9, 2015
Painted Pompano; Fish Sculpture, City of Pompano Beach, 2015
Art in the Alley, Delray Beach (SE 3rd Ave & SE 2nd St): Alley Cat Trashcan, 2015
Mural, Pine Grove Elementary School, Delray Beach, Florida, 2014
Mural, McNab Park, Pompano Beach, FL, 2014
Art at the Airport, Palm Beach International Airport, Feb 26 - Jul 8th, 2014
Art in the Alley, SE 3rd and SE 4th Ave, between SE 2nd & SE 3rd Street, Delray Beach, FL, 2014
Art in the Alley, SE 2nd & SE 3rd Ave, between SE 6th & SE 7th Street, Delray Beach, FL, 2013



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Exhibits

Art Florida 2016, Exhibiting March 15th – April 8th, 2016
Highland Beach Library, March 3 - April 26
JF Art Gallery, 5th Annual Juried Exhibition, February 3-15, 2016
CONTINUUM WPB Arts, a pop-up gallery, January 21-30, 2016
ArtBasel week 2015; Wynwood; Art for Apes, December 1st - 6th
Audubon of the Everglades 50 year Anniversary Exhibit, November 16th - December 31st, 2015
Living Room Theaters, Boca Raton, November 9, 2015 - December 14th
Armory Art Center, 50/50 Live Event and Auction, November 28th, 6:30-9:30 PM
Living Room Theaters, Boca Raton, November 9, 2015 - December 14th
Lighthouse ArtCenter Museum, September 10 to October 24, 2015
Coral Springs Museum of Art, August 25 - September 29
Cultural Council Biennial 2015, May 16 through August 29, 2015
Whole Foods Boca Raton, May 8 - Nov 6, 2015
Boca Raton Imaging Center, Mar 30 - Sep 28
Arts Garage, A Celebration of Florida Wildlife & Nature, Delray Beach, April 19th
Parker Playhouse, Fort Lauderdale; Feb 10 - May 12
CONTINUUM, Pop-Up Gallery, West Palm Beach, January 21 - February 7, 2015
Paws and Claws; Cultural Council of Palm Beach County, December 19 – February 21
Art Basel 2014: Wynwood; Miami Club Rum, December 4-6th, 2pm-9pm
FAT Village Arts District, ArtPark, Fort Lauderdale, Nov 29th
FAT Village Arts District, ArtPark, Fort Lauderdale, Sep 27th
Live Painting at the Fat Village Art Walk September 2014
Cultural Council of Palm Beach, "Re-purposed / Re-seen", Aug 28th through Oct 18th
Splash of Art, Cultural Council of Palm Beach, Dec 12th 2013
Greater Boca Raton Chamber of Commerce, Dec 11th 2013
Parker Playhouse, Fort Lauderdale, FL, Nov 26th 2013 - Jan 7th 2014
Masques Among the Masters, Wally Findlay Galleries, Palm Beach, FL, March 9th 2013
Crest Theater in Delray Beach, FL; January 29 - March 31, 2013
Delray Beach City Hall, FL; January 25 - March 29, 2013
Boca Chamber of Commerce, Boca Raton, FL, 12/19/2012
110 ATRIUM, 110 E Atlantic Ave, Delray Beach, FL, Jan 9th - Feb 17th, 2012,
The Beat Cup, Delray Beach, FL, July 31, 2011
"Resolutions" Group Art Show, WPB, Jan 11 - Feb 1, 2011
City Hall, Delray Beach, FL, Dec 16th 2010 - Jan 7th, 2011
Participation 2nd Saturday Sacramento Art Walk, CA, Sep 11th, 2010
Guest Artist at FE Gallery, Sacramento, California, September 8th - 29th, 2010
Resta Art Gallery, Delray Beach, FL, Apr 24th - Aug 24th 2010
"re: no subject", WPB, Jul 13 - Aug 17 2010
"summertime fun time", WPB, Jun 8 - July 6 2010
ruminationsproductions, Delray Beach, FL, Jul 30 - Aug 1, 2010
Plein Air Art Show, Arts Arena Gallery, Delray Beach, FL, December 3rd, 2009
"arts in the park" shows between 14th of Nov 2009 and 4th of Apr 2010, Delray Beach, FL
"under water", 03.05.- 26.05.2007, pardes hana, israel
"dreams", 01.11.- 03.11.2007, tel aviv, israel



MTFULLER
FUNCTIONAL ARTS

Mark Fuller
1080 Gator Trail
West Palm Beach, FL
33409

561.707.4688
mtfuller.id8@gmail.com
www.mtfuller.com

Mark Fuller / MTFuller

Mark Fuller (MTFuller) is an environmental graphic and industrial designer, and has been participating in the Public Art forum since 1992. He is a creator of dynamic site specific exterior public art installations for a wide variety of projects, and has been established in West Palm Beach, Florida since 1986. In his early years as a professional designer he served as Director of Graphics for a large urban planning firm before relocating to New York City as Senior Project Designer for world-renowned Lance Wyman of Lance Wyman, Ltd. (lancewyman.com) where he honed his design skills to a world-class level and gained invaluable experiences with top-shelf national and international clients and projects. His industrial design experience includes wayfinding systems, urban street furniture such as seating elements, bollards, lighting fixtures, tree grates, and information kiosks.

While the style of Mark's work is not characterized by a specific 'look'; it is highly stylized by his research into the unique function, architecture, environmental and cultural aspects that surround each project. As a result, the visual characteristics of Fuller's installations flex and change with an appropriate sensitivity for the project at hand. His works are site-specific, and typically laced with symbolic or abstract references that link the art solidly to its environment.

His projects have been referenced by a spokesperson for the National Endowment For The Arts as "a perfect example of what public art can be". His Art In Public Places installations have included kinetic constructions, compression-tension cable structures, and static free-standing elements. Recent works have explored the use of cutting edge high-technology and dichroic coatings. His installations have included solar-generated electric power, LED luminaries, and the recycling of various glass waste materials. With an interest to promote "green" and low carbon footprint ideology, Mark continues to move forward developing appropriate eco-conscious fabrication methods and techniques .

His immediate accessibility to, and experience with high-tech fabrication methods and finishing technology allow him to effectively determine appropriate production methods to accommodate budget, schedule, and function requirements. His projects often incorporate diverse fabrication methods, specialized epoxy-polyester hybrid coatings, and aero-space quality precision metal fabrications. With a 68,000 square foot production facility to provide him with state-of-the-art industrial lasers, water-jet cutting, CNC computerized machining, robotic welding, robotic brakes, Amada punch presses, powdercoating, and large format image reproduction, his ability to streamline the creative process from concept to reality is unequaled.



MTFULLER
FUNCTIONAL ARTS

Mark Fuller
1080 Gator Trail
West Palm Beach, FL
33409

561.707.4688
mtfullerid8@gmail.com
www.mtfuller.com

Public Art Installations

CoolPool - LULA, CRA, City of Lake Worth, FL (2014)
Juno Beach 9/11 Remembrance Memorial, Juno Beach, FL (2013)
Rainbow Swimming - Port Everglades Terminal 19, Broward County, FL (2013)
Stripe Squiggle Soup - Riverwalk, Bradenton, FL (2012)
Pinned Down By A Grape - Riverwalk, Bradenton, FL (2012)
Satellites Are Out Tonight - Riverwalk, Bradenton, FL (2012)
No Flying Strange Bananas - Riverwalk, Bradenton, FL (2012)
Walk This Way - Riverwalk, Bradenton, FL (2012)
Depend du Soleil - Florida Gulf Coast University, Ft. Myers, FL (2012)
Whatever You Say, Dear - Florida Gulf Coast University, Ft. Myers, FL (2012)
Anticipated Harvest - City of Boynton Beach, FL (2012)
My Lovely Distraction - Palm Beach County AIPP, West Palm Beach, Florida (2011)
Home of the Brave - City of Lauderhill, FL (2010)
09.11.01 Memorial - City of Palm Beach Gardens, Florida (2010)
Markers - Historic Mercer Cemetery, City of Trenton, NJ (2006)
The Tipping Points - Village of Royal Palm Beach, Florida (2009)
StentTower - Tenet Healthcare; Florida (2009)
Lotus Agikam - City of Lauderhill, Lauderhill, Florida (2009)
Cambier's Quilt - City of Naples, Naples, Florida (2009)
ArcSolar - Doubletree Hotel, Palm Beach Gardens, Florida (2008)
Triads - Store Inc, Palm Beach Gardens, Florida (2008)
The Last Pasture - Boynton Town Center, Boynton Beach, Florida (2008)
Waterhole #3 - Boynton Town Center, Boynton Beach, Florida (2008)
Eight Horses - The Sembler Company, St. Petersburg, Florida (2008)
Gimme Shelter - Pinellas County Cultural Arts Council, Seminole, FL (2008)
Light Swimming - Palm Beach County Arts Council, Delray Beach, Florida (2007)
The Fish - Channing Corporation, Palm Beach Gardens, Florida (2006)
The Obelisk - The Sembler Company, Palm Beach Gardens, Florida (2006)
Stack/45 - Legacy Place, Palm Beach Gardens, Florida (2006)
The Four Benches - The Sembler Company, Palm Beach Gardens, Florida (2006)
Buoyboards - South Street Seaport Museum, New York, NY (2006)
I'll Be Right Back - Skokowski Memorial Trust, City Hall, Palm Beach Gardens, (2005)
Butterfly Grove - PGA Commons, Palm Beach Gardens, Florida (2005)
Old 1051 - The Morris & Essex Lines, Newark Penn Station, NJDOT, Newark, NJ (2004)
Track 2; 1-9 - Pinellas County Cultural Arts Council, St. Petersburg, Florida (2004)
Magician's Birthday - Suntrust Bank, Palm Beach Gardens, Florida (2003)
WTC-9/11 Memorial - The City of Hoboken, New Jersey (2002)
Mood For Wind & Water I,II,III - Channing Corporation (2002)
Lizards, Fish, & Sailfish - I-95 Sound Barriers, FDOT, FL (2001)
Flock - The City of Mercer Island, Mercer Island, Washington (2001)
Square Peg- Round Hole - Interim Services, Seattle, WA (2000)
Tensegrity - Discovery Museum of the Desert, Palm Desert, California (1999)
Marlin Palms - The City of West Palm Beach, West Palm Beach, Florida (1995)
Fish Out Of Water - The City of West Palm Beach, West Palm Beach, Florida (1993)

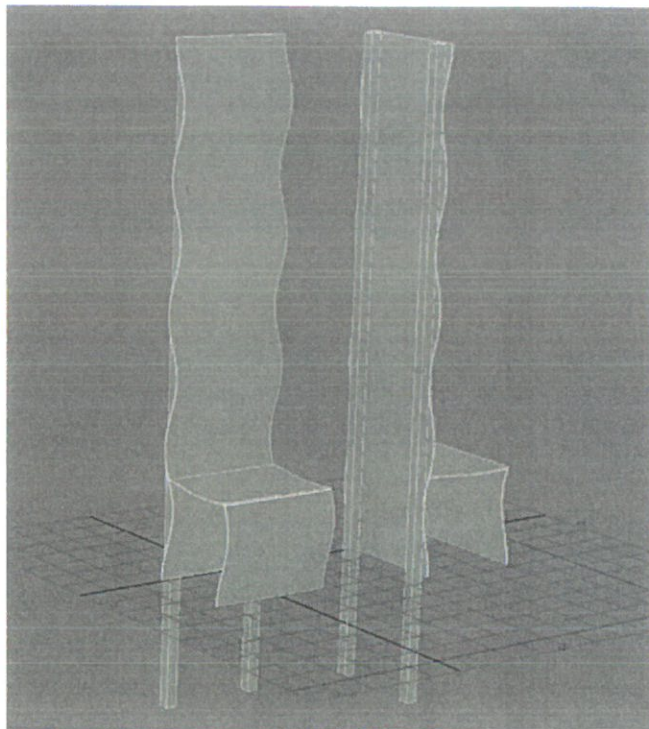


Agata Ren
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Creative ART Delray Beach Project Proposal

Sketches of ideas for ART signs



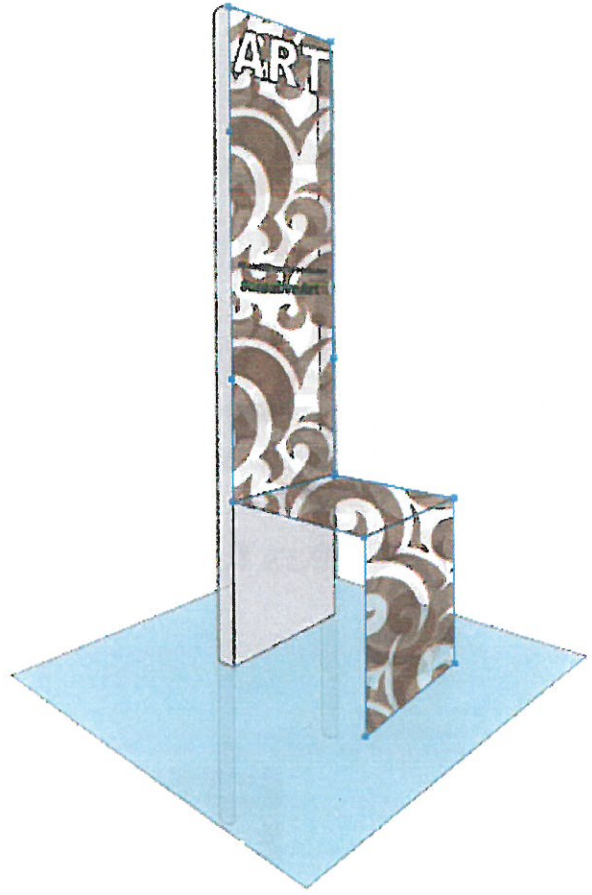
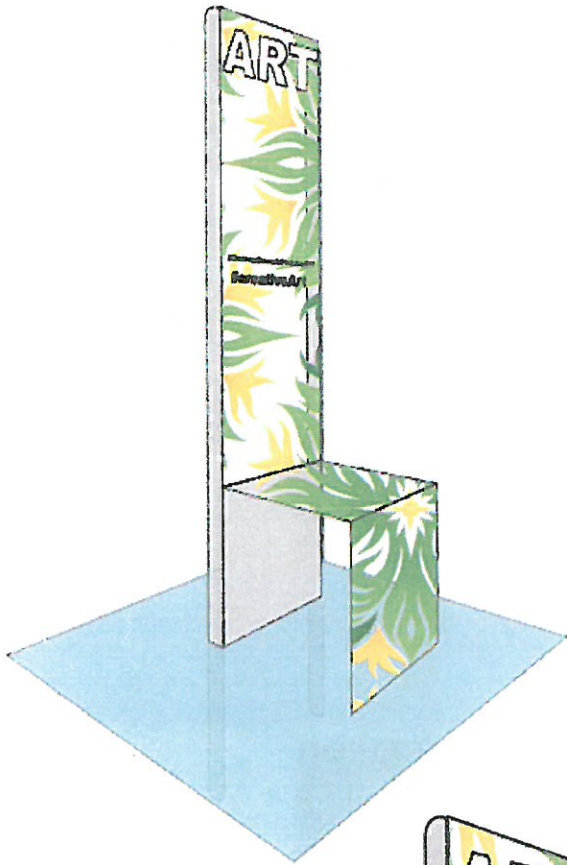


Exhibit "C"

BILL OF SALE

KNOW TO ALL MEN BY THESE PRESENTS, that _____ (ARTIST) for and in consideration of the sum of _____, lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does hereby grant, bargain, sell, transfer and deliver unto the City of Delray Beach, Florida, its successors and assigns, a work of art that is _____

TO HAVE AND TO HOLD the same unto the City of Delray Beach, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, ARTIST has hereunto set his hand and seal this day of _____ 20_.

(print or type name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 201_, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public

My Commission Expires: