

WIZARD OF OZ: DOROTHY, TOTO, TIN-MAN

STATUE COMMISSION AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2025, between Brodin Studios, Inc, 70127 330th Street, Kimball MN 55353, hereinafter referred to as ARTIST, and the City of Coral Gables, 405 Biltmore Way, Coral Gables, FL 33134, hereinafter referred to as BUYER.

WHEREAS, BUYER desires to commission ARTIST to design and construct a life-size original bronze work of art in the likeness of Tin Man, Dorothy, and Toto, based on William Wallace Denslow's original illustrations, hereinafter referred to as the ARTWORK.

WHEREAS, ARTIST desires to create the above-mentioned ARTWORK;

WHEREAS, both parties wish the integrity and clarity of the ARTIST'S ideas, and the quality and beauty of the ARTWORK, to be maintained and protected;

NOW, THEREFORE, the parties mutually agree upon the following:

I. DESCRIPTION OF THE ARTWORK

ARTWORK shall be created in life-size scale and shall be created using the "lost wax" method of bronze casting. ARTWORK shall be finished in an antique bronze patina, suitable for interior or exterior exhibition and shall be signed and dated by the ARTIST.

- A. BUYER has commissioned ARTIST to create this ARTWORK as a tribute to the characters in The Wonderful Wizard of Oz as illustrated by William Wallace Denslow. ARTIST shall accurately depict the likeness of the Tin Man kneeling (approx. 55" H x 42" W x 34" D), and Dorothy holding a basket with Toto at her side (approx. 45" H x 42" W x 34" D).
- B. ARTWORK shall reflect exact size and design of previously created Tin Man, Dorothy, and Toto sculptures ARTIST constructed for Holland Michigan.
- C. BUYER shall provide a suitable base for ARTWORK. ARTIST shall prepare statues for mounting, with stainless steel threaded rods. The ARTIST and BUYER shall work collaboratively to ensure that the base provided by BUYER is suitable for the ARTWORK.

II. COMMISSION FEE

BUYER shall pay ARTIST the sum of sixty-three thousand dollars and no cents (\$63,000.00) plus applicable state and local sales tax (if any), and delivery/installation charges according to the schedule set forth in Paragraph III.

III. PAYMENT SCHEDULE

- A. A down-payment of twenty-one thousand dollars and no cents (\$21,000.00) shall accompany the signed commission agreement, prior to beginning work.
- B. A second payment of twenty-one thousand dollars and no cents (\$21,000.00) shall be due and payable when the ARTWORK is more than halfway cast. For the purposes of this Section III.C, "halfway cast" means that either one whole sculpture or half of both sculptures. ARTIST shall provide an invoice to BUYER when the ARTWORK is more than halfway cast.
- C. When the artwork is completed and ready to install, the ARTIST will send an invoice to BUYER with the balance of the commission fee of twenty-one thousand dollars and no cents (\$21,000.00), which shall be due and payable. Artist shall notify BUYER as to the scheduled date of delivery, which shall be no later than seven (7) days following completion of the ARTWORK.
- D. ARTWORK delivery and installation charges, will be billed separately and shall be due and payable within 15 days of receipt of invoice. Refer to Paragraph IV, item A.

IV. DELIVERY AND INSURANCE COSTS

- A. BUYER shall be responsible for reasonable shipping and installation costs. ARTIST shall crate and ship the ARTWORK via Less-Than-Truckload freight to the delivery location designated by BUYER. The total cost for shipping and crating shall not exceed five thousand dollars and no cents (\$5,000.00), unless otherwise agreed to in writing by both parties in advance. The quoted shipping and crating cost is based upon standard (non-expedited) transit timelines and assumes that BUYER will provide appropriate unloading equipment at the delivery site to facilitate safe removal of the crated ARTWORK from the freight vehicle. Any additional costs incurred due to expedited shipping requests, lack of unloading equipment, or special handling requirements not previously disclosed shall be the responsibility of the BUYER.
- B. ARTIST shall be responsible for insurance coverage during the commission period. ARTIST shall arrange for full insurance coverage during transportation. Responsibility for coverage passes to the BUYER upon delivery.
- C. ARTIST shall be shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

V. COPYRIGHT

ARTIST shall retain the copyright on ARTWORK and all reproduction rights shall be expressly reserved. ARTIST herein grants BUYER the limited license to make two dimensional reproductions of ARTWORK for non-commercial purposes, including, but not limited to, advertising, publicity, catalogs and similar publications, provided that these rights are exercised in a tasteful and professional manner. ARTIST'S copyright shall be clearly displayed on all reproductions and ARTIST shall be given a credit line in all editorial reference. The ARTIST warrants to BUYER that the ARTIST has any and all rights necessary to produce the ARTWORK for sale to BUYER, and agrees to indemnify and hold harmless the BUYER for any third-party claims arising from a violation of this express warranty.

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VI. MAINTENANCE/REPAIR

BUYER agrees that it will not intentionally destroy, damage, or otherwise alter, modify ARTWORK in any way. All repairs and restorations shall be the responsibility of the BUYER. ARTIST shall provide BUYER with a copy of written "care" instructions, covering maintenance of the surface of the sculpture. The ARTIST acknowledges and agrees that, notwithstanding any other provision herein, BUYER may relocate, move, store, or cease to display of the ARTWORK at any time, in BUYER's sole discretion.

VII. TITLE OF ARTWORK

BUYER shall have the right to determine the official title of the ARTWORK, and shall inform ARTIST of such at the earliest convenience.

VIII. MODIFICATIONS TO THE AGREEMENT

Modifications to any section of this agreement must be made in writing, signed by both parties and attached as an addendum.

IX. WARRANTY

We warrant to the original buyer that the sculpture is unique in its presentment and free of defects in materials (bronze) and workmanship for a period of twenty (20) years from the date of delivery. We warrant to the original buyer that the patina of each bronze sculpture shall be free of defects in materials and workmanship at the time of original delivery to the buyer.

This warranty does not cover cosmetic damage or damage due to accident, weather phenomena, vandalism, misuse, abuse, negligence, or modification of or to any part of the sculpture after delivery to you. Because the patina finish applied to our bronze sculptures is generally considered in the bronze sculpture industry to be a "living finish" which will naturally oxidize and change color over time due to human touch, climate conditions and exposures, degree of proper maintenance, etc., we do not warrant

the patina finish of our sculptures beyond being free of defects in materials and workmanship at the time of delivery to the original buyer.

This limited warranty covers only defects in structural workmanship or materials that compromise the integrity or function of the sculpture under normal use. Structural repairs under warranty will only be made when a defect is clearly the result of a failure in materials or craftsmanship.

Bronze sculptures are highly durable, and structural failure is extremely rare. In nearly all instances, damage to a sculpture's structure is the result of external forces such as impact, environmental events, or improper handling. These types of damage are not covered under this warranty.

If a defect covered under this warranty is discovered and reported within the warranty period, we will, at our discretion, repair or replace the affected portion of the sculpture at no cost to the original buyer.

X. JURISDICTION

The laws of the state of Minnesota shall govern this agreement.

XI. PUBLIC RECORDS.

Records subject to the provisions of Florida's Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such law. ARTIST acknowledges that records and books, not subject to exemption under Florida law, may be disclosed and/or produced to third parties by the BUYER in accordance with requests submitted pursuant to Florida law or court order without penalty or reprisal to the BUYER for such disclosure and/or production.

If ARTIST has any questions regarding the application of Chapter 119, Florida Statutes, to ARTIST'S duty to provide public records relating to this contract, contact the BUYER's custodian of public records at (305) 460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

Signed this _____ day of _____, 2025.

By _____

ARTIST/AGENT

Brodin Studios, Inc.

70127 330th Street

Kimball, MN 55355

By _____

BUYER

City of Coral Gables

405 Biltmore Way

Coral Gables, FL 33134