

**Sale of Art and Copyright Limited License Agreement  
City of Coral Gables and Atelier Cruz-Diez**

This Sale of Art and Copyright Limited License Agreement (the “Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Coral Gables**, a municipal corporation, existing under the laws of the State of Florida (hereinafter called “City”), and **Atelier Cruz-Diez**, a limited liability company registered with the register of commerce and companies of Paris under number 483 363 248 R.C.S. Paris, France (hereinafter called “Atelier”), having its registered office located at 38-40, rue Stephenson, 75018 Paris, France.

**WHEREAS**, pursuant to Resolution Nos. 2018-151 and 2019-\_\_\_\_\_ adopted by the City Commission on May 22, 2018 and on \_\_\_\_\_, respectively, the City wishes to acquire from the Artist (as defined below) the Artwork (as defined below) and to obtain a license to the Artwork for the uses described herein, the purpose of which is to enhance the community and to promote, reinforce the growth of arts and culture within the City;

**WHEREAS**, Atelier represents master Carlos Cruz-Diez (the “Artist”), who is the creator and owner of the Artwork and is also the artistic heritage manager of the Artist with full rights to sell, transfer, convey and grant license on behalf of the Artist;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale of Artwork.

(a) Artwork. Subject to the terms and conditions of this Agreement, Atelier does hereby sell, transfer, and convey to the City and its heirs, executors, administrators, successors, and assigns forever, an exclusive Artist-designed schematic composition consisting in a series of pictorial elements presented in a specifically arranged pattern to give it visual expression in harmony with the artist's intentions (the “Artwork”) more particularly described in **Exhibit “A”** attached hereto and made a part of this Agreement. City acknowledges and agrees that shades and colors of the Artwork are not exclusive.

(b) Location. The Artwork shall be permanently fixed on the City’s crosswalks (the “Crosswalks”) located next to the Coral Gables City Hall at LeJeune Road and Biltmore Way (crossing Biltmore Way) and at LeJeune Road and Coral Way (crossing Coral Way on the westbound, south crosswalk), as described in **Exhibit “B”** attached hereto and made a

part hereof.

(c) No Intellectual Property Rights Transfer. This sale does not comprise the right, privilege, exclusivity or entitlement to the colors used in the Artwork, nor the transfer has the effect of transferring to the City the Artist's material and intellectual property rights to the Artwork

2. Grant of Limited License. Subject to the terms and conditions of this Agreement, Atelier hereby grants to the City a fully paid up, perpetual, royalty-free, non-exclusive, non-transferable, and non-sublicensable right and license for non-commercial uses (not for resale, download, distribution, or any commercial use of any kind) to reproduce, publicly perform, display, transmit, and distribute visual content of the Artwork through all print and digital media now known or hereinafter developed, as part of the City's own non-profit advertising campaigns (the "Permitted Uses") as described in Article 4 of this Agreement.

### 3. Reservation of Rights.

3.1 Atelier and/or the Artist expressly reserves all copyright, trade dress and trademark rights in and to the images, displays, transmissions and the prints published by City pursuant the grant of rights herein. No advertising, publicity and promotional use by Atelier and/or the Artist of the Artwork in any medium or manner will be deemed to interfere with the limited permissions made to the City by Atelier herein.

3.2 The City acknowledges and agrees that nothing in this Agreement limits or restricts the Artist's copyrights and trademarks in the Artwork in any way.

4. Usage of the Artwork. Notwithstanding any other provision to the contrary contained in this Agreement, the Permitted Uses of the Artwork shall be deemed to include non-commercial and not-for-profit photographic reproductions, displays and images of or relating to the City's municipal purposes: (i) in promotional brochures, greeting cards, posters, calendars and pamphlets pertaining to the City and any other similarly descriptive materials; (ii) in catalogues, slides, photos, videos and films; (iii) in books, art magazines, advertisements, articles and news sections of newspapers and other periodicals; (iv) over the Internet in web sites in connection with the City. For any other uses not explicitly listed in the Permitted Uses, the City shall first obtain express consent in writing of Atelier for the commercial or non-commercial reproduction and distribution of goods and materials containing engravings, inscriptions, or ink impressions of the Artwork, such as textiles, magnets, imitations, still images, mugs, stationery, wall-art, toys, hats, and other similar materials.

### 5. Intellectual Property

5.1 Copyright Notices. The City shall ensure that its use of the Artwork is marked with the appropriate copyright notice specified by Atelier in a reasonably prominent position in the order and manner provided by Atelier, and abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the State of Florida. Further, the City shall not use any copyright notices that conflict with, confuse, or negate the notices Atelier provides and requires hereunder. The Artist's signature and/or copyright notice as they appear on the Artwork shall not be removed or concealed.

5.2 Attribution. The City shall provide Artist with the following credit, including any applicable copyright notice, in the Artwork:

©Carlos Cruz Diez, *Induction Chromatique Coral Gables, 2017* ©ADAGP PARIS 20XX

Other than such credit, the City has no right to use the Artist's name or any trademarks, logos, and the name and likeness or any other intellectual property rights of the Artist. The City acknowledges that compliance with this Section 5.2 is a material term of this Agreement.

5.3 Integrity. The Artwork is an original work of visual art containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, the Visual Artists Rights Act of 1990, 17 U.S.C. §§ 106A and 113(d) and all other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A. The City agrees to make all reasonable efforts to maintain the integrity of the Artwork, and will not knowingly make any use of the Artwork in a manner that would reflect unfavorably on Artist's name or reputation.

5.4 Moral Rights. The City hereby acknowledges the Moral Rights of the Artist (as defined below). "Moral Rights" mean any rights to claim authorship of the Artwork or to prevent the modification of the Artwork, or to withdraw from circulation or control the publication or distribution of the Artwork, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

5.5 Quality and Control Provisions. At all times the City must comply with the Artwork proportions, artistic features, directions and technical specifications provided by Atelier. The Artwork shall be of the same configuration and dimensions as the design rendition in **Exhibit "A"** unless otherwise specifically approved by Atelier in writing. Atelier and the Artist acknowledge that the City will initially paint the design of the Artwork within the

edge lines of the Crosswalk, and upon City's request, the City shall re-paint the Artwork in full as described in **Exhibit "A."**

5.6 Modifications and Removal.

(a) The City shall not translate, recast, edit, alter, damage, or modify the Artwork in any way whatsoever, unless first approved in writing by the Artist and/or Atelier. If any alteration of any kind occurs after receipt by the City without the Artist's or Atelier's written consent, whether intentional or accidental and whether done by the City or others, the Artwork shall no longer be represented to be the work of the Artist.

(b) The City may, at its sole and absolute discretion, decide to completely remove the Artwork at any time at City's cost and expense, but shall not install the Artwork in a different location. The City shall give notice of such decision to the Artist and/or Atelier within ten (10) days after removal of the Artwork has taken place.

6. Maintenance. The City, at its sole cost and expense, shall undertake reasonable efforts to ensure that the Artwork is properly maintained by precisely following the Artist's instructions and recommendations set forth in the books provided by Atelier pursuant Article 10 herein and in **Exhibit "C"** attached hereto and made a part hereof.

7. Restoration and Repairs. Given the Artwork's specific color palette, the City shall seek Atelier's prior written approval for all repairs and restorations to the Artwork, which shall not be unreasonably withheld, conditioned or delayed. City acknowledges and agrees that Logistics Fine Arts, LLC is Atelier' authorized representative in the United States qualified to carry out assessments of quality and control of all repairs and restorations to the Artwork, including but not limited to, conducting visual inspections on-site, recommend, propose and instruct technical corrections as necessary to the Artwork for further approval by Atelier. Atelier hereby acknowledges and consents to that certain Artwork Installation and Preservation Agreement that the City and Logistics Fine Arts, LLC are executing contemporaneously with the signing and delivery of this Agreement.

8. Payment. As consideration in full for the sale of the Artwork and the limited license of rights granted herein, the City shall pay Atelier a one-time lump sum non-recoupable fee in the amount of one hundred eighty thousand dollars (\$180,000.00) upon execution of this Agreement, and check shall be payable to the order of Logistics Fine Arts, LLC. The compensation payable to Atelier in connection with this project is solely in consideration of professional design services and the limited license of rights specified elsewhere in this Agreement.

9. Ownership and Protection of the Artwork.

9.1 Acknowledgment of Ownership. The parties acknowledge that (a) the artistic design of the Artwork shall not be deemed a “work for hire”; (b) neither this Agreement, nor any act, omission, or statement by Atelier or the City, conveys any copyrights to the City in the Artwork, or to any element or portion thereof; and (c) City shall not, directly or indirectly, create or permit the creation of derivative works based on the Artwork nor adapt the Artwork or any elements thereof for any use not stated in the Permitted Uses, without prior notice to and agreement with Atelier and/or the Artist, nor without negotiating in good faith reasonable additional compensation to Atelier in connection with such additional use or derivative work.

9.2 Custody and Possession. The City shall, at its sole expense, maintain the Artwork within the City’s possession, custody, or control under first-class conditions, taking into account ordinary wear and tear, and shall take all necessary actions to protect all copyright and other rights in the Artwork, including but not limited to, complying with all the specifications by Atelier as set out in **Exhibits “A” and “C”** to protect and safeguard the Artwork. The Artworks will be deemed to be in custody of the City from the date of delivery to the City by Atelier and/or its agents.

9.3 Risk of Loss or Damage. The City assumes all risk of loss or damage to the Artwork in its possession.

9.4 Notification. In the event that City learns of any infringement, threatened infringement, or passing-off of all or any portion of the Artwork by a third party, City shall immediately notify Atelier in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Artwork; (ii) actual, suspected, or threatened claim that use of the Artwork infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Artwork may be subject.

10. Portfolio. Atelier is providing the City with a portfolio that includes:

- (a) Certificate of Authenticity issued by the Cruz-Diez Art Foundation.
- (b) Specific plan of *Induction Chromatique Coral Gables, 2017*;
- (c) One set of books with information about the Artwork, archives, credentials and the Artist’s art Parcours; and
- (d) One set of books with the instructions for painting, installing, maintain and preserving the Artwork.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the party; and,
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2 Atelier's Representations and Warranties. Atelier represents and warrants, solely to and for the benefit of the City, that it owns and therefore has the right to license the Artwork in connection with the City's uses permitted hereunder in the State of Florida. Atelier further warrants said Artwork to be free and clear of all encumbrances, liens, security agreements, claims, demands, and charges of every kind whatsoever and will warrant and defend the title to said Artwork against any and all persons whomsoever.

11.3 City's Representations and Warranties. The City represents and warrants that:

- (a) the City will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Artist or Atelier; and
- (b) the City's use of the Artwork will not infringe, misappropriate, or otherwise violate the United States intellectual property or other rights of any third party or violate any applicable regulation or law.

11.4 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ATELIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING ANY IMPLIED

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

12. Indemnification.

12.1 Indemnification by City. The City shall indemnify, defend, and hold harmless Atelier and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged breach by the City of its representations, warranties, covenants, or other obligations hereunder, or resulting directly or indirectly from the City's use of the Artwork, including but not limited to failure to obtain any required permits. Nothing in this Agreement shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes § 768.28, any other sections of the Florida Statutes, case law, or any other source of law.

13. Artist's Affiliations. The Artist is a member of the ADAGP (*Société des Auteurs Dans les Arts Graphiques et Plastiques*), a French royalty collecting and distribution society in the field of graphic and visual arts. The Artist directed on an exclusive basis all of his economic rights in the artworks he produces to such society (reproduction rights, rights of public communication and collective rights).

14. No Termination on Breach of Warranty or Representation. Except as otherwise specifically provided in this Agreement, if either party has a good faith reason to believe that either party has breached a warranty or representation stated herein, the non-breaching party shall have the right to give written notice to the breaching party specifying in reasonable detail the basis for its good faith belief and the respects in which that party is in breach of its obligations under this Agreement. Upon receipt by the breaching party of such written notice, such breaching party shall have ninety (90) days to cure the noticed failure provided that the breaching party will verify the corrective measures to cure within thirty (30) days. In the event that such failure is reasonably incapable of cure within such ninety-day period, such period may be extended by the non-breaching party for a number of days reasonably necessary to effect the cure, and so long as such breaching party continues

diligently to take all such steps to cure the breach.

15. Termination of License.

In addition to any other rights and remedies provided by law or under this Agreement, Atelier may terminate the limited license granted under this Agreement by providing written notice if (i) City has materially breached the quality and control provisions specified in Section 5.5 herein in Atelier's reasonable discretion and the City fails to cure such material breach within ninety (90) days of receipt of notice from Atelier; (ii) or the City's use of the Copyrights exceeds the scope of the rights set forth herein and the City fails to cure such non-compliance within ninety (90) days of receipt of notice from Atelier. Upon such termination of license, Atelier also reserves the right to cancel the Certificate of Authenticity provided to the City.

16. Remedies

16.1 Equitable Relief by Atelier. Atelier acknowledges that a breach by Atelier of this Agreement may cause the City irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, the City will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the City may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.2 Equitable Relief by City. The City acknowledges that a breach by the City of this Agreement may cause the Artist and/or Atelier irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Atelier will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the Artist may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.3 Limitation of Liability. NEITHER THE CITY, ARTIST NOR ATELIER WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER THE CITY, ARTIST, AND/OR ATELIER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. General.

17.1 Notices. Each party shall give Notice in writing to the other either: (a) by e-mail with a required delivery receipt to sender, or (b) by letter sent by overnight mail, next day delivery, signature required. Notices delivered by e-mail shall be considered received as of the time and date stamp in the delivery receipt to sender. Notices delivered by overnight mail are deemed received as of the time and date in the signed receipt. Each party giving Notice shall address the Notice to the Parties at the addresses appearing below:

**If to Atelier:**

e-mail:

**If to City of Coral Gables:**

City Manager of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
e-mail: \_\_\_\_\_

City Attorney of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

17.2 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) all references to Atelier shall mean to include the Artist; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

17.3 Headings. The article and section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in

no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

17.4 Entire Agreement and Modifications.

This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

17.5 Exhibits. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein. The Exhibits referred to and attached to this Agreement are as follows:

Exhibit A – Artwork

Exhibit B – Location

Exhibit C - Artist's instructions and recommendations.

17.6 Assignment. This Agreement cannot be transferred nor will it be inured to the benefit of the successors of Carlos Cruz-Diez, by either the application of the law or any other means, without the prior written consent of the City. The City shall not sub-license, re-sell, rent, lend, assign any of its rights, delegate, gift or otherwise transfer or distribute to any third-party the any of its obligations under this Agreement without the prior written consent of Atelier. Any purported assignment or delegation in violation of this Section is null and void. Atelier may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement.

17.7 Force Majeure. Whenever a period of time is herein provided for performance of any act or thing, neither the City nor Atelier shall be liable or responsible for any delays due to Force Majeure. The term "Force Majeure" shall mean "Acts of God", hurricane, fire, civil disobedience, riots, rebellions, explosion, flood, storm, labor disputes (whether lawful or not), material or labor shortages, terrorist acts or threats of terrorism, or other interventions by any governmental or utility authority, or any other causes that are beyond the parties' control, but shall not mean financial inability. Failure to fulfill contractual obligations due to major forces set forth in the preceding sentence will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration

of such condition.

17.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.9 Choice of Law; Venue and Waiver to Jury Trial.

(a) Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by the laws of the State of Florida, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction.

(b) Venue. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Miami-Dade, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

17.10 Waiver to Trial by Jury. THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. THE CITY AND ATELIER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE LOT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

17.11 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or

bind the other party in any manner whatsoever.

17.12 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

17.13 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

17.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17.15 Sovereign Immunity. Notwithstanding anything to the contrary herein, Atelier and the City acknowledge that the Florida Doctrine of Sovereign Immunity limits all claims against the City other than claims arising out of this Agreement. The term "this Agreement" means this document, and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference herein, as well as any amendments thereto. Specifically, Atelier acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement or any other existing agreement between the City and Atelier, or in accordance with Florida Statutes Chapter 768.28. Nothing in this Agreement is intended to increase or otherwise waive any limits of liability, or to waive any immunity as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

17.16 Florida Public Records Law. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Atelier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Atelier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on

behalf of the City. Furthermore, Atelier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**IF ATELIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATELIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

IN WITNESS WHEREOF, Atelier and the City have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

City of Coral Gables, Florida

Atelier Cruz-Diez/Carlos Cruz Diez

\_\_\_\_\_  
\_\_\_\_\_

By

Name:

Title:

\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

APPROVED AS TO FORM AND

\_\_\_\_\_

LEGAL SUFFICIENCY

Signature

Print Name \_\_\_\_\_

\_\_\_\_\_