



# Royal Oak

## Agenda

### Royal Oak Commission for the Arts Meeting

Tuesday, March 19, 2024, 7:00 p.m.

City Hall Conference Room 116

203 South Troy Street

Royal Oak, MI 48067

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at 248-246-3050 at least two (2) business days prior to the meeting.

---

	Pages
1. Call to Order	
2. Public Comment	
3. Approval of Agenda	
4. Approval of Minutes	2
5. New Business	
a. Update on Hamer Finch Wilkins Park	
b. April is National Poetry Month Proclamation	5
c. Update on Art Explored	7
6. Old Business	
7. Subcommittee/Program Reports	
8. General Announcements	
a. Next Meeting: April 15, 2024.	
9. Social Media	
10. Adjournment	



## Minutes

### Royal Oak Commission for the Arts Meeting

February 19, 2024, 7:00 p.m.  
City Hall, Room 122  
203 S. Troy Street  
Royal Oak, Michigan 48067

Present: Jason Gittinger  
Melanie Macey  
Jodie Ellison  
Denise Reske  
Alesha Beistline  
Laura Bonnell  
Melisa Tobias

---

#### 1. Call to Order

The meeting was called to order at 7:01 pm.

#### 2. Public Comment

No public comment was made.

#### 3. Approval of Agenda

Moved by: Jodie Ellison

Seconded by: Melanie Macey

To approve the agenda with the addition of the discussion of art competition and piano project.

Motion Adopted

#### 4. Approval of Minutes

Moved by: Laura Bonnell

Seconded by: Jodie Ellison

To approve of December 19 meeting minutes.

Motion Adopted

#### 5. New Business

### **5.a Election of Officers**

The group accepted nominations and appointed officers for the 2024-2025 (January).

Moved by: Laura Bonnell

Seconded by: Jodie Ellison

To nominate and appoint Jason Gittinger as Chair.

Motion Adopted

Moved by: Melisa Tobias

Seconded by: Alesha Beistline

To nominate and appoint Jodie Ellison for Vice Chair.

Motion Adopted

Moved by: Alesha Beistline

Seconded by: Denise Reske

To nominate and appoint Laura Bonnell as Secretary.

Motion Adopted

### **5.b Art Explored Recommendations**

The Art Explored Subcommittee met prior to this meeting and are recommending Barcoser by Ammy Spencer, Swingin' Machines and This Time's the Deam's on Me by Jim Wolnosky, If they can smile, you should too by Forrest Miller, Eyes Closed Shut by Mark Beltchenko, and Soft but Bold by Karen Hain to the Commission for The Arts for their recommendation to the City Commission.

Moved by: Denise Reske

Seconded by: Alesha Beistline

To accept the recommendation of the Art Explored Committee.

Motion Adopted

### **5.c Erasure Poetry Activity with Artist Laureate Roberta Brown**

Roberta Brown led the group in an erasure poetry activity and will bring back the results to a future meeting.

### **5.d Piano Project Discussion**

The group had a discussion about the painted piano project coming back in the Spring and wanted to expand with one to two pianos outside of the Downtown area.

Moved by: Alesha Beistline

Seconded by: Jodie Ellison

To allow expenses up to \$2,000 for the painted piano project.

Motion Adopted

**5.e Discussion of DDA art project**

The group had a brief discussion about the DDA art project and what they needed from the DDA Manager to complete the project.

**6. Old Business**

**7. Subcommittee/Program Reports**

**8. General Announcements**

**8.a Discussion of March Meeting Date**

Moved by: Denise Reske

Seconded by: Jodie Ellison

To move the March meeting to Tuesday, March 19 at 7 p.m.

Motion Adopted

**9. Social Media**

**10. Adjournment**

The meeting was adjourned.

Moved by: Alesha Beistline

Seconded by: Denise Reske

Meeting was adjourned.

Motion Adopted

**Commission for the Arts  
Poetry Month Proclamation**

March 15, 2024

Members of the Commission for the Arts:

At the February Commission for the Arts meeting you all discussed recommending a proclamation for the National Poetry Month. Staff has prepared the attached draft resolution for your consideration. If you approve then staff would ask the proclamation be made at the April 8<sup>th</sup> meeting. Previously our laureate said that she would be able to attend and accept.

Respectfully submitted,

Alayna Brasch

City Manager Fellow

# Proclamation Designating April 2024

## As Poetry Month in Royal Oak

**WHEREAS**, the Academy of American Poets established the month of April as National Poetry Month in 1996; and

**WHEREAS**, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets; introduce Americans to the pleasures and benefits of reading poetry; bring poets and poetry to the public in immediate and innovative ways; make poetry an important part of our children's education; and

**WHEREAS**, as National Poetry Month, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

**WHEREAS**, poetry enhances and enriches the lives of all Americans; and

**WHEREAS**, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

**WHEREAS**, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and

**Now, therefore, be it resolved**, the Royal Oak Commission For the Arts hereby proclaims April 1 through April 30 as National Poetry Month, and calls upon public officials, educators, librarians, and all the people of the City of Royal Oak to observe this month, to help the Commission For the Arts celebrate the cultural riches our community has to offer, and to recognize the important role poetry plays in creating and sustaining this great nation with appropriate ceremonies, activities, and programs.

**Commission For the Arts**  
**Art Explored Contract Approval**

March 15, 2024

Members of the Commission for the Arts:

At the last meeting the Commission for the Arts asked staff to pursue putting together contracts for the six pieces of art that have been approved by the Art Explored Subcommittee for the 2023-2024 Art Explored Program. Over the past month staff has worked with the City Attorney's Office and the artists to put together the attached contracts. The six pieces are:

	<b>Artwork Title</b>	<b>Artist Name</b>	<b>Purchase or License Agreement</b>
Attachment 1	Swingin' Machines	Jim Wolnosky	License
Attachment 2	This Time's The Dream's On Me	Jim Wolnosky	License
Attachment 3	Barcoser II	Ammy Spencer Ammorette	License
Attachment 4	If They Can Smile, You Should Too	Forrest Miller	Purchase
Attachment 5	Eyes Closed Shut	Mark Beltchenko	License
Attachment 6	Soft But Bold II	Karen Hain	Purchase

Staff has received most of the contracts back but is still waiting on one contract. Attached are all of the contracts and only one has yet to be signed by the artist. We are asking you to recommend that that the Royal Oak City Commission approve the contracts.

If approved staff will forward these to the next available city commission meeting, with the contracts that have been signed. If the remaining contract is not signed it would be processed once they have signed.

Respectfully submitted,

Alayna Brasch  
City Manager Fellow

**Art Explored**

Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this 28 day of March 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Jim Wolnosky (the "Artist" and the "Licensee") with an address at 12084 Angle Road Bath Mich 48808 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Swingin' Machines

Material: Stainless steel mobiles

Dimensions: 40" x 32" x 3 lbs. (each)

Value: \$2,000

Site Location: TBD

Artist Name: Jim Wolnosky

Artist Contact Information: jim@cre8vty.com, 517-641-4383

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning Date, 2024 and ending Date 2024. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on Date 2024 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) JW (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not



limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licensor will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licensor shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licensor retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

Attachment 2: Commission of the Arts Memorandum.

**WITNESSES**

**CITY OF ROYAL OAK**

\_\_\_\_\_

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Melanie Halas, City Clerk

ARTIST AND LICENSEE

By: 

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Nicolas Grochowski, City Attorney



Page 11 of 29

**Art Explored**

Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this 28 day of March 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Jim Wolnosky (the "Artist" and the "Licensee") with an address at 12084 Angle Road Bath, Mich 48808 to temporarily install and display on Licensor's property, the following artwork:

**Artwork Name:** This Time The Dream's On Me

**Material:** Heavy gauge aluminum and rocks.

**Dimensions:** 85" x 52" x 42" 150 pounds with the river rocks in the base

**Value:** \$2,300

**Site Location:** TBD

**Artist Name:** Jim Wolnosky

**Artist Contact Information:** jim@cre8vty.com, 517-641-4383

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning Date, 2024 and ending Date 2024. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on Date 2024 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) JWT (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not

limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licensor will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licensor shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licensor retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

Attachment 2: Commission of the Arts Memorandum.

**WITNESSES**

**CITY OF ROYAL OAK**

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

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk

ARTIST AND LICENSEE

By: 

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Niccolas Grochowski, City Attorney





## Art Explored

Presented by the Royal Oak Commission for the Arts

### ARTIST CONTRACT AND LICENSE AGREEMENT

This Artist Contract and License Agreement is entered into this 5 day of March 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Ammy Amorette (the "Artist" and the "Licensee") with an address at 7239 Norman rd. Grant Township MI 48032 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Barcoser II

Material: Acrylic in canvas

Dimensions: 55.1"x39.4"

Value: \$2,370

Site Location: TBD

Artist Name: Ammy Amorette

Artist Contact Information: ammyamorettespencer@gmail.com, 517-505-5520

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning Date, 2024 and ending Date 2024. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on Date 2024 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) A.A (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not



limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licenser expressly waives any and all claims the Licenser may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licenser has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licenser. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licenser or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licenser will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licenser shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licenser retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

Attachment 2: Commission of the Arts Memorandum.

**WITNESSES**

**CITY OF ROYAL OAK**


\_\_\_\_\_

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Melanie Halas, City Clerk

**ARTIST AND LICENSEE**

By: 

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Niccolas Grochowski, City Attorney



THIS ART PURCHASE AGREEMENT ("Agreement") is made and entered into by and between Forrest Miller ("Artist"), with an address at 317 Prospect ave Grand Rapids MI 49503 and the City of Royal Oak, ("City") a Michigan Municipal Corporation, with an address at 203 S. Troy Street, Royal Oak, MI 48067, for the purchase of the artistic sculpture known as, If They Can Smile, You Should Too (the "Work") of which a photograph is attached hereto.

WHEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. Artist agrees to sell the Work to City, subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price for the Work shall be Seven Hundred Dollars (\$700.00). The obligation of the City to pay the Artist the purchase price is expressly conditioned on City's ability to inspect the Work at its present storage location to confirm the Work is in good condition prior to the payment of the purchase price.

3. ARTIST'S REPRESENTATIONS AND WARRANTIES. Artist represents and warrants that: (1) The Work is authentic, meaning the Work was created by the Artist and the Artist is the sole proprietor of all rights in and to the Work; (2) the Work is original and contains no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright Artist and of the Artist of any other right(s) to or in such other works; (3) the Work does not violate or infringe any personal or property rights of others, whether common law or statutory; (4) the Work contains nothing libelous or contrary to law; (5) the Artist has not transferred, licensed or otherwise granted any rights of any kind in the Work to any other party; (6) the Artist has full power and authority to enter this Agreement; and (7) if applicable, the exportation of the Work from any foreign country has been in conformity with the laws of that country and its importation into the U.S. has been, or will be, in conformity with the laws of the U.S.; (8) the Work is not subject to or the subject of any rights or interests of others, claims, liens, security interests, restrictions, conditions, options or other incumbrances of any kind held or claimed by any person, entity, government or government agency (actual, threatened or pending) (collectively, "Claims"). Neither Artist nor Artist has knowledge of any facts or circumstances likely to give rise to any Claims.

4. ARTIST INDEMNIFICATION. Artist does hereby agree to indemnify, defend and hold City free and harmless from any and all demands, claims, suits, judgments, obligations, damages, losses, or other liability asserted or alleged against City as well as all reasonable attorney or other professional fees and other reasonable costs, fees and expenses, suffered or incurred by, or asserted or alleged against City arising by reason of, or in connection with, any breach of the representations and warranties set forth in this Agreement or the actual or alleged falsity or inaccuracy of any representation or warranty by Artist contained in this Agreement.

5. SURVIVAL OF REPRESENTATIONS AND IDENMITIES. The benefits of the representations, warranties, covenants and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement, including without limitation transfer of the Work to City Notwithstanding anything to the contrary herein, Artist's representation, warranty and indemnification relating to the authenticity of the Work shall survive for a period of five (5) years from the date of sale.

6. TITLE. On the date of the sale, Artist, hereby transfers to City, good and marketable title and exclusive and unrestricted right to possession of the Work free and clear of any and all Claims. By selling the artwork, Artist relinquishes all legal claim of right to title, royalties, copyright or trademark of the artwork. Artist agrees that City has the right to use or not use the Work and to sell, use, reproduce, re-use, alter, modify, edit, or change the Work as City sees fit and for any purpose without consent of the Artist. The city may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the artwork. The City may use such reproductions for any City-related purpose, including advertising, education and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogs or similar publications. The City will credit artist as the designer of the artwork for up to one year from the date of this agreement.

7. USE, RELOCATION OR REMOVAL. The city may use the artwork in any manner in its sole discretion and artist has not right or obligation to control the city's use of the sold art work. The city will have sole discretion over the placement, location, maintenance and removal of the piece. The city may at any point without notice to the artist remove or relocate the piece. Finally, the city may de-access the artwork at its sole discretion without having to seek the artist's consent.

8. MAINTENANCE. The city shall have sole responsibility for the maintenance and care of the artwork. The city shall maintain a plaque near the art piece to acknowledge the artist.

9. BILL OF SALE. Artist agrees to deliver to City a Bill of Sale evidencing the transfer of title from Artist to City upon full payment of the purchase price. Artist shall deliver to City, if not done so already, a certificate of authenticity of the Work.

IN WITNESS WHEREOF, this ART PURCHASE AGREEMENT is executed by the Parties and effective on this \_\_\_\_\_ day of February, 2024.

Artist



Artist Signature

City of Royal Oak

\_\_\_\_\_  
Mike Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk  
Date:

Approved to Form

\_\_\_\_\_  
Niccolas Grochowski  
Interim City Attorney



Attachment:



## Art Explored

Presented by the Royal Oak Commission for the Arts

### ARTIST CONTRACT AND LICENSE AGREEMENT

This Artist Contract and License Agreement is entered into this \_\_\_\_ day of February 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Mark Beltchenko (the "Artist" and the "Licensee") with an address at 1407 Nottingham Rd Grosse Pointe Park MI 48230 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Eyes Closed Shut

Material: Wood

Dimensions: 63" x 31" x 13"

Value: \$3,800.00

Site Location: TBD

Artist Name: Mark Beltchenko

Artist Contact Information: [markbeltchenko@gmail.com](mailto:markbeltchenko@gmail.com), 248-229-1803

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning Date, 2024 and ending Date 2024. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on Date 2024 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) \_\_\_\_\_ (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not

limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licenser expressly waives any and all claims the Licenser may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licenser has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licenser. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licenser or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licenser will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licenser shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licenser retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

Attachment 2: Commission of the Arts Memorandum.

**WITNESSES**

**CITY OF ROYAL OAK**

\_\_\_\_\_

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Melanie Halas, City Clerk



**ARTIST AND LICENSEE**

---

Approved as to form:

---

Niccolas Grochowski, City Attorney

---

By:



THIS ART PURCHASE AGREEMENT is made and entered into by and between Karen Hain, with an address at 1551 Winder #210 Detroit MI 48207 and the City of Royal Oak, a Michigan Municipal Corporation, with an address at 203 S. Troy Street, Royal Oak, MI 48067, for the purchase of the artistic sculpture known as, Soft but Bold II, of which a photograph is attached hereto.

WHEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. Artist agrees to sell the Work to City, subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price for the Work shall be One Thousand Dollars (\$1000.00). The obligation of the City to pay the Artist the purchase price is expressly conditioned on the City's ability to inspect the Work at its present storage location to confirm the Work is in good condition prior to the payment of the purchase price.

3. ARTIST'S REPRESENTATIONS AND WARRANTIES. Artist represents and warrants that: (1) The Work is authentic, meaning the Work was created by the Artist and the Artist is the sole proprietor of all rights in and to the Work; (2) the Work is original and contains no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright Artist and of the Artist of any other right(s) to or in such other works; (3) the Work does not violate or infringe any personal or property rights of others, whether common law or statutory; (4) the Work contains nothing libelous or contrary to law; (5) the Artist has not transferred, licensed or otherwise granted any rights of any kind in the Work to any other party; (6) the Artist has full power and authority to enter this Agreement; and (7) if applicable, the exportation of the Work from any foreign country has been in conformity with the laws of that country and its importation into the U.S. has been, or will be, in conformity with the laws of the U.S.; (8) the Work is not subject to or the subject of any rights or interests of others, claims, liens, security interests, restrictions, conditions, options or other incumbrances of any kind held or claimed by any person, entity, government or government agency (actual, threatened or pending) (collectively, "Claims"). Neither Artist nor Artist has knowledge of any facts or circumstances likely to give rise to any Claims.

4. ARTIST INDEMNIFICATION. Artist does hereby agree to indemnify, defend and hold City free and harmless from any and all demands, claims, suits, judgments, obligations, damages, losses, or other liability asserted or alleged against City as well as all reasonable attorney or other professional fees and other reasonable costs, fees and expenses, suffered or incurred by, or asserted or alleged against City arising by reason of, or in connection with, any breach of the representations and warranties set forth in this Agreement or the actual or alleged falsity or inaccuracy of any representation or warranty by Artist contained in this Agreement.

5. SURVIVAL OF REPRESENTATIONS AND IDENMITIES. The benefits of the representations, warranties, covenants and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement, including without limitation transfer of the Work to City Notwithstanding anything to the contrary herein, Artist's representation, warranty and indemnification relating to the authenticity of the Work shall survive for a period of five (5) years from the date of sale.



6. TITLE. On the date of the sale, Artist, hereby transfers to City, good and marketable title and exclusive and unrestricted right to possession of the Work free and clear of any and all Claims. By selling the artwork, Artist relinquishes all legal claim of right to title, royalties, copyright or trademark of the artwork. Artist agrees that City has the right to use or not use the Work and to sell, use, reproduce, re-use, alter, modify, edit, or change the Work as City sees fit and for any purpose without consent of the Artist. The city may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the artwork. The City may use such reproductions for any City-related purpose, including advertising, education and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogs or similar publications. The City will credit artist as the designer of the artwork for up to one year from the date of this agreement.

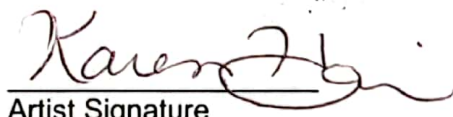
7. USE, RELOCATION OR REMOVAL. The city may use the artwork in any manner in its sole discretion and artist has not right or obligation to control the city's use of the sold art work. The city will have sole discretion over the placement, location, maintenance and removal of the piece. The city may at any point without notice to the artist remove or relocate the piece. Finally, the city may de-access the artwork at its sole discretion without having to seek the artist's consent.

8. MAINTENANCE. The city shall have sole responsibility for the maintenance and care of the artwork. The city shall maintain a plaque near the art piece to acknowledge the artist.

9. BILL OF SALE. Artist agrees to deliver to City a Bill of Sale evidencing the transfer of title from Artist to City upon full payment of the purchase price. Artist shall deliver to City, if not done so already, a certificate of authenticity of the Work.

IN WITNESS WHEREOF, this ART PURCHASE AGREEMENT is executed by the Parties and effective on this \_\_\_\_ day of March, 2024.

Artist



Artist Signature

City of Royal Oak

\_\_\_\_\_  
Mike Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk  
Date:

Approved to Form

\_\_\_\_\_  
Niccolas Grochowski  
Interim City Attorney



