C O N T R A C T
2016 Pop! Goes Purdue Project

This Agreement entered into this 8th day of March, 2016 by and between James Werner at _____ (hereinafter called the "Artist") and the City of West
(Address)
Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Artist agree as follows:

ARTICLE 1. Engagement.

The Artist hereby agrees to provide and deliver to the Fountain Galleries a portrait(s) per the attached proposal.

ARTICLE 2. Scope of Work.

The Artist agrees to create two (2) portrait(s), one (1) of Chelsey Sullenberger and one (1) of Mercedes Lackey for the Pop! Goes Purdue project. The portraits will hang in the Fountain Gallery, Lafayette, IN, from May 10th through June 11th, 2016. Photographic reproductions of the portraits will be used for marketing purposes and to create public art as vinyl window displays at the West Lafayette Public Library and on signs in the near-campus area of West Lafayette.

ARTICLE 3. Product of the Work.

The Artist will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Artist for two (2) portraits, Two Hundred Dollars ($200.00) each, Four Hundred Dollars ($400.00) total. For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Payment will be made within thirty (30) days of submission of the invoice to the City. The Artist shall be responsible for payment to all sub-contractors and vendors of the Artist.

ARTICLE 5. Termination of Agreement.

The City of West Lafayette reserves the right to reject any artwork that is inferior to the quality of work submitted for jurying and/or any artwork that is not professionally presented and secure for hanging or suitable presentation. In the event Artist fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Artist, the City may send a written notice to the Artist indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Artist at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Artist, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 6. Indemnification.

The Artist agrees to indemnify and hold the City of West Lafayette and the City of West Lafayette Redevelopment City, its officers, agents, officials, and employees harmless from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Artist or any of its officers, agents, employees, or sub-Artists, vendors or sub-contractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 7. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 8. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 9. Contract Documents.

The contract documents include this Agreement and the Request for Proposals which outlines the scope of the project. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 10. Records.

The Artist will maintain proper records for review by the City.

ARTICLE 11. Date of Completion.

The portrait(s) shall be delivered to the Fountain Galleries on or before April 11th, 2016. Artists may pick up their portraits after June 11th, 2016.

ARTICLE 12. Engaging in activities w/Iran.

By signing this Contract, Artist certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

ARTICLE 13. E-Verify.

Artist shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Artist shall enroll in and verify the work eligibility status of all newly hired employees of Artist through the E-Verify Program ("Program"). Artist is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Artist and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Artist or its subcontractors subsequently learns is an unauthorized alien. If Artist violates this Section 7(b), the City shall require Artist to remedy the violation not later than thirty (30) days after the City notifies Artist. If Artist fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Artist shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Artist did not knowingly employ an unauthorized alien if Artist verified the work eligibility status of the employee through the Program.

c. If Artist employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Artist shall, prior to performing any work, require each subcontractor to certify to Artist that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Artist shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Artist determines that a subcontractor is in violation of this Section 7(d), Artist may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Artist or the subcontractor.

e. By its signature below, Artist swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

ARTICLE 14. Non-Discrimination.

Artist agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the [City or City body which is a party to the contract] may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by [City or City body which is a party to the contract] and all money due or to become due hereunder will be forfeited.

Artist

_____

James Werner