

# Sculpture Walk Pilot Program

## Memorandum of Understanding with Eau Claire Sculpture Tour

This MOU will serve as the operating agreement to outline the Scope of Services provided to West Allis, WI by the Eau Claire Sculpture Tour (SculptureTour.org).

Sculpture Tour to provide ( \_\_X Number\_\_ ) of original outdoor sculpture6s to be exhibited as FREE PUBLIC ART in West Allis, WI from approximately May 2023 to mid-April 2024 and annually going forward.

This pilot program is intended to be a renewable 3 (three) year commitment, even though the number of sculptures per year may vary. Three years justifies Sculpture Tour's time commitment and allows West Allis time to learn the basics of the program. It gives both parties a reasonable chance to evaluate the partnership.

Unless sold, these sculptures remain the property of the artists, who are paid a stipend for their use. These sculptures are essentially leased by Sculpture Tour from the artists and provided to City of West Allis through this agreement. Ultimate responsibility for the sculptures lies with Eau Claire Sculpture Tour.

Note: Any sculptures sales are commissioned at 25%, which will be split equally between Eau Claire and West Allis programs.

### **Sculpture Tour to provide:**

1. A selection of pre-approved and viable sculptures that would be available to West Allis' program. Suggestions and final approval of choices by the Public Arts Committee or city official.
2. Call to Artists This will include a local, regional and national search for art, and will be sent to any interested artists, schools or art organizations suggested by West Allis.
3. Professional sculpture transportation, delivery and pick up
4. Installation oversight and management
5. Inland Marine Insurance coverage to protect the sculptures during transit, installation and exhibition. Cost of insurance to be determined by value of pieces and reimbursed by West Allis..
6. Consultation to include, but not necessarily be limited to:
  - a. Pedestal selection, sizing, preparation, placement and installation.
  - b. Information on artist and artwork for signage, etc..
  - c. Site Placement
  - d. Set-Backs, Right-of-Way, Private Property, permissions and other considerations
  - e. Sales Contracts
7. Ongoing support and training for City of West Allis and your partners. This includes phone calls, emails, and attendance at meetings as needed
8. West Allis program will be featured as an adjunct program in Sculpture Tour's brochure and on Visit Eau Claire/Sculpture Tour website for an agreed-upon fee.

**City of West Allis to provide:**

- Pedestals with welding plates for sculptures.
- Liability insurance listing City of West Allis and Sculpture Tour as additionally insured for \$1 million dollars liability/\$2 million dollars aggregate on general liability insurance policy.
- Skid-steer or lift truck and manpower for installation and removal of sculptures
- On Site welding services for installation and removal of sculptures.
- Point person to act as liaison with Sculpture Tour program
- Local promotional materials, fundraising and sponsorship activities.
- Signage with artist and sculpture name.
- The fee to Eau Claire Sculpture Tour as follows:
  - a. \$4500 Consultation Fee (to be paid at beginning of each year)
  - b. Sculpture Leases @ \$3000 each annually
  - c. Reimbursement for insurance coverage per sculpture based on value
  - d. \$650 for brochure and web page in Visit Eau Claire's website and brochure
  - e. Fees to be paid as follows:

\$4500 consultation fee and 50% of sculpture fee due with finalization of contact

Balance of sculpture fee one month prior to installation (approximately May 1<sup>st</sup>)

\$ TBD Insurance reimbursement to be paid within 45 days of sculpture installation

Note: There is no penalty for early payments on multi-year contract.

**Duration of MOU**

This agreement is from May/ June 2023 to approximately April/May 2024 with the intention to renew it for two additional years. The pilot program is a three-year project and sculptures will be replaced or renewed each spring.

Agreed\_\_\_\_\_For West Allis

Agreed\_\_\_\_\_For Sculpture Tour

Date\_\_\_\_\_