

Wright Jerry

From: J. J VANNUYS [jvannuys2449@msn.com]
Sent: Wednesday, August 28, 2013 12:18 PM
To: Wright Jerry
Subject: Bid/contract
Attachments: Veterans Memorial Contract.docx

I'm attaching a preliminary draft of a contract for the Black Hills Veterans Memorial project. Numerous dates and names will probably need to be changed, as we didn't have all the information, but this will provide a starting point. Thank you,

James VN

Hi Maryn
8/29/13

- 1) In Sept
- 2) authorize funds
- 3) selection of art/artists
- 4) contract, etc

CONTRACT FOR SCULPTURE

This contract made and entered into by and between **JAMES VAN NUYS GALLERY LLC, 516 SIXTH ST. RAPID CITY, SOUTH DAKOTA 57701**, hereinafter referred to as **VAN NUYS**, and **BLACK HILLS VETERANS MEMORIAL PROJECT**, hereinafter referred to as **VETERANS MEMORIAL PROJECT**.

WITNESSETH: That **VAN NUYS** hereby agrees to create a work of art for the **VETERANS MEMORIAL PROJECT**, upon the following terms and conditions.

I.

That **VAN NUYS** shall create a life-size sculpture of an eagle, hereinafter referred to as **SCULPTURE**, in cast bronze in a similar manner as other sculptures previously created by **VAN NUYS**.

II.

That the **SCULPTURE** created by **VAN NUYS** will be similar to the drawings, as approved by the **VETERANS MEMORIAL PROJECT**.

III.

VAN NUYS warrants the **SCULPTURE** against defects in material or workmanship for a period of twenty (20) years.

IV.

That the consideration for preparing the **SCULPTURE** shall be a guaranteed sum of \$30,000 (thirty thousand dollars). This amount does not include applicable taxes. That the consideration shall be paid in six (6) payments over the period TBD:

- A. \$5,000 (\$5,300 if taxable) due on the date of signing of this contract by both parties. [Projected: TBD, 2014.]
- B. \$5,000 (\$5,300 if taxable) progress payment date to be determined (TBD).
- C. \$5,000 (\$5,300 if taxable) progress payment TBD.

D. \$5,000 (\$5,300 if taxable) progress payment TBD.

E. \$5,000 (\$5,300 if taxable) progress payment TBD.

F. \$5,000 (\$5,300 if taxable) progress payment TBD.

V.

The **VETERANS MEMORIAL PROJECT** is responsible for any/all applicable state or local sales, use or excise taxes. VAN NUYS is responsible for reporting and submitting all state or local sales, use, or excise taxes to the South Dakota Department of Revenue.

VI.

It is understood that **VAN NUYS** will transport and deliver the **SCULPTURE** to the site at Memorial Park in Rapid City, South Dakota, and supervise the installation of the **SCULPTURE**.

VII.

This contract may be terminated upon the occurrence of any of the following:

A. **VAN NUYS** shall have the right to terminate this contract in the event the **VETERANS MEMORIAL PROJECT** is more than ninety (90) days past due in making any payment required by this contract.

B. This contract shall not automatically terminate on the death of **VAN NUYS**. **JAMES VAN NUYS GALLERY** will complete the **SCULPTURE** according to **VAN NUYS'** original designs and plans. **VAN NUYS'** estate shall thereupon have the right to retain any payment made for work that was completed and accepted by the **VETERANS MEMORIAL PROJECT**.

C. If this contract is terminated by the death of **VAN NUYS** prior to all necessary designs being completed, **VAN NUYS'** estate shall repay the **VETERANS MEMORIAL FUND** all money paid to **VAN NUYS** under this contract.

D. Any notice of termination shall be given First Class Certified Mail, return receipt requested by **VAN NUYS** and/or the **VETERANS MEMORIAL PROJECT** at the above listed addresses.

VIII.

Completion of the **SCULPTURE** and final installation is anticipated by

TBD.

IX.

Under this agreement, **VAN NUYS** retains all copyright to the **SCULPTURE** produced. Copyright notice in the name of **VAN NUYS** shall appear on the **SCULPTURE** and **VAN NUYS** shall receive authorship credit in connection with the **SCULPTURE** or any reproductions of the **SCULPTURE** in any form, including Internet reproduction and photographs, or any other form of reproduction currently known or not yet invented.

X.

Anticipated forms of reproduction which may be done are as follows, but not limited to the following:

18-inch maquettes, identical in design to the original, in a limited edition, to be determined by **VAN NUYS**. Bronze or resin maquettes, if produced, will be sold to **VETERANS MEMORIAL PROJECT** under separate contract.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the _____ day of _____, 20__.

James Van Nuys, JAMES VAN NUYS GALLERY

VETERANS MEMORIAL PROJECT

Wright Jerry

From: J. J VANNUYS [jvannuys2449@msn.com]
Sent: Wednesday, August 28, 2013 11:27 AM
To: Wright Jerry
Subject: veterans memorial drawings
Attachments: monument drawing 1.jpg; monument drawing 2.jpg

I am attaching front and side view sketches of my proposed sculpture for the Black Hills Veterans Memorial. I will be sending a sample bid/contract form later this morning, which can be modified as necessary. If we sign the contract, my next step would probably be to make a full-size cardboard mock-up and photograph it on the monument so that the client can see how big it would actually look. At this point, the scale in the drawings is just a guess. The length of an eagle's wing (one wing, not both) at life-size is about 3 feet. So with the feet and body, I'm guessing the eagle would be about four feet high. The ball on which he stands would add another foot. That could be a more natural looking rock base if preferred. the ball seems to be somewhat standard in military emblems/sculptures.





