

RESOLUTION NO. 30940

A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR OF ECONOMIC DEVELOPMENT TO ENTER INTO AN ARTWORK DONATION AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH SOUNDCORPS TO ACCEPT THE MURAL “VIBES RESONANCE”, VALUED AT FOURTEEN THOUSAND ONE HUNDRED DOLLARS (\$14,100.00) WITH LEFTOVER PROJECT CONTINGENCY FUNDS IN THE AMOUNT OF TWO THOUSAND THREE HUNDRED FIFTY DOLLARS (\$2,350.00), DESIGNATED TOWARDS THE PUBLIC ART MAINTENANCE FUND.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Interim Administrator of Economic Development to enter into an Artwork Donation Agreement, in substantially the form attached, with SoundCorps to accept the mural “Vibes Resonance”, valued at \$14,100.00 with leftover project contingency funds in the amount of \$2,350.00, designated towards the Public Art Maintenance Fund.

ADOPTED: November 16, 2021

/mem



**ARTWORK TRANSFER AND DONATION AGREEMENT
BETWEEN
THE CITY OF CHATTANOOGA
AND
SOUNDCORPS, INC.**

This ARTWORK TRANSFER AND DONATION AGREEMENT (the “Agreement”) is hereby entered into by and between SOUNDCORPS, INC. with an office located at 301 E. 11th Street, Suite 300, Chattanooga, TN 37403 (“SoundCorps”) and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at 101 E. 11th Street, Chattanooga, TN 37402 (the “City”). This Agreement shall be effective as of the date signed by the City’s authorized signatory (the “Donation Date”).

WHEREAS, SoundCorps commissioned an artwork installation titled “Vibes Resonance” (the “Artwork”) as set forth in the agreement between SoundCorps and the artist which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, SoundCorps has offered to donate the Artwork to the City to be included as part of the City’s public art collection; and

WHEREAS, the City is willing to accept the donation of the Artwork under the terms and conditions herein.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. SoundCorps hereby irrevocably donates, transfers, and conveys all right, title, interest, and ownership of the Artwork to the City. The donation shall be effective as of the date this Agreement is signed by the City.
2. SoundCorps warrants and represents that it is the sole and legal owner of the artwork.
3. SoundCorps certifies that the Artwork is free of encumbrances and does not infringe upon any copyrights.
4. The person executing this agreement on behalf of SoundCorps hereby warrants and represents that he or she has the full competency, power, and authority to bind SoundCorps in accordance with the terms of this Agreement, and that no further action is required to make this agreement valid and binding.
5. SoundCorps hereby confirms that it has completed the Artwork Informational Sheet, which is attached hereto as **Exhibit B**, as well as all required supporting documents, photographs, etc. which shall also be attached as part of **Exhibit B**. City reserves the right

to request additional information about the Artwork from SoundCorps, as deemed necessary by City.

6. The City may remove or de-accession the Artwork at its sole discretion. The City will give SoundCorps the right of first refusal to reacquire the donated Artwork pursuant to the terms and conditions established by the City.
7. As the funding agency for the Artists Work Grant program (see attached **Exhibit C**), the City has set aside Two Thousand Three Hundred Fifty Dollars and 00/100 (\$2,350.00) for the ongoing care and maintenance of the Artwork.

City agrees to provide all maintenance, repair, replacement and restoration reasonably necessary to keep the Artwork in a good and safe state of condition and repair, and City will regularly inspect the site at which the Artwork is located and will maintain it in a clean and orderly condition, free of rubbish and debris. The City will perform the maintenance, repair etc. for the Artwork as set forth in the Maintenance Plan drafted by the designers of the Artwork, which is attached hereto as **Exhibit D** and incorporated herein by reference.

8. SoundCorps agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of SoundCorps.
9. Additionally, SoundCorps shall defend, indemnify and hold harmless City from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Artwork infringes, violates or misappropriates a valid third party copyright or other proprietary right, provided that SoundCorps is notified promptly in writing of the action and SoundCorps is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.
10. Any notices, documents, correspondence or other communications concerning this Agreement shall be addressed to the contact person for each party as set forth below:

If to SoundCorps:

SoundCorps
Attn: Stratton Tingle
301 E. 11th Street, Suite 300
Chattanooga, TN 37403
(423) 777-4217

If to City:

City of Chattanooga
Attn: Director of Public Art
101 E. 11th Street
Chattanooga, TN 37402
(423) 643-7830

11. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the

balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

12. City and SoundCorps each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
13. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and SoundCorps.
14. This Agreement represents the entire and integrated agreement between City and SoundCorps. All prior and contemporaneous communications, representations, and agreements by SoundCorps, whether oral or written, relating to the subject matter of this Agreement are hereby incorporated into and shall become a part of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized signatories.

CITY OF CHATTANOOGA

By: _____

Printed Name: _____

Title: _____

Date: _____

SOUNDCORPS

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Martin Amp Mural Project

Project Description

SoundCorps seeks to partner with local muralist Seven to enhance the largely neglected Martin Amphitheater (the stage near the Walnut Street Bridge). This proposed project will encompass an opportunity for a local artist to create a visually enticing, iconic mural to build a welcoming environment depicting Chattanooga's culture and character.

Investing in enhancements to the Martin Amphitheater will create a place for future generations of artists to perform and SoundCorps will be intentional in working alongside our community to do so. During Spring Break 2021, SoundCorps will partner with The Bethlehem Center, East Lake Expression Engine & Girl Stance to host music educational programming and arts activities that will help inform the artwork's design. The participants will have a chance to feel what it would be like to perform at the Martin through a guitar lesson and Kofi Mawuko's Ghanaian drum rhythms class. Next, creative strategist Erika Roberts will lead an arts activity with the kids to inform the mural design. The homeless community members who frequent the space will also be engaged to provide input in the design. Erika and Soundcorps will provide the documented input directly to Seven to help inform the overall design of the mural.

Community Input

Soundcorps and Erika Roberts will be responsible for leading engagement with the community and providing written summary and documentation of feedback. SoundCorps will be responsible for leading communication and project management with Public Art Chattanooga and any other City of Chattanooga entities.

Seven will be agreeable to attend 2-4 hours of Erika's engagement sessions with Spring Break participants as his schedule allows, but he will only be responsible for listening and observing. The timeline below includes a description of deadlines for the project to be implemented. Two rounds of design edits are included:

- April 5-9 - Three days of youth engagement/music educational programming at the Martin with The Bethlehem Center, Girl Stance, and East Lake Expression / Activities led by Sound Corps Creative Strategist Erika Roberts
- Engagement notes provided to Seven by April 12
- Seven initial design draft is due **April 30**
- SoundCorps promotes initial design along with feedback form for anyone who would like to provide feedback; May 10 - 14
- SoundCorps asks for any necessary edits to initial design May 17
- Seven Final Design due **May 30**
- SoundCorps provides final design and report to Public Art Commission for their June vote June 3
- Public Art Commission Vote - June 17
- Any edits requested by PAC due **June 30**
- Wall prep and installation takes place at agreed upon dates by Seven, SoundCorps and City of Chattanooga- **July - early August**

Artist and SoundCorps additionally agree to comply with the terms and conditions set forth in the City of Chattanooga Public Arts Standard Form Agreement.

ST
5/24/21

EF
5/24/21

Martin Amp Mural Project



Site Description

The mural will take place on a single wall at the Maurice Martin Amphitheater along the Chattanooga Riverfront, near the Walnut Street Bridge. See image above of the mural site. SoundCorps will be responsible for ensuring the wall is pressure washed prior to installation. SoundCorps agrees to add the artist Seven as an additional insured to their general liability policy.

Artist Budget

Design Fee: \$1,500 (includes two rounds of edits)

Artist Install Fee: \$11,280 (564 sq. ft. at \$20 per sq. ft.)

Materials: \$1,200

Equipment Rental: \$1,000

Total Artist Budget: \$14,980

Materials Include:

5 gallons of concrete primer

5 gallons of exterior latex paint

5 gallons of anti graffiti coat

5 gallons of clear coat

Multiple cans of spray-paint

Painters Tape

Drop cloths

Martin Amp Mural Project

Timeline and Deliverables

- Design fee (\$1,500) paid upon signed contract
- 90% installation fee (\$12,132) paid upon Public Art Commission approval of design
- 10% remaining installation fee (\$1,348) paid upon documented photos of finalized mural

Artist will be paid design fee upon signed contract. Artist will be paid 90% of installation/materials funds with Public Art approval of design. Artist will be paid remaining 10% of installation fees upon documentation of completed mural. Budget includes fees for two edits and 2-4 hours of listening during engagement activities. Artist will be compensated for any additional edits required.

Signed party agrees to aforementioned duties and agrees to hold harmless SoundCorps from any claims, damages, losses and liability arising out of this contract agreement. This agreement is made binding when signed by both parties.



Signature of SoundCorps Representative



Date

The Artist Seven

Signature of Artist Representative

02/04/2021

Date

**Exhibit B to Artwork Transfer and Donation Agreement
Artwork Informational Sheet**



**CITY OF CHATTANOOGA
PUBLIC ART
Informational Sheet for Artwork Donated to City**

Title of the Artwork: Vibes Resonance	
Date Artwork Transferred to City Ownership (i.e. "Donation Date")	
Donor Information	Name: SoundCorps, Inc.
	Contact Person: Stratton Tingle
	Address: 301 E. 11 th Street, Suite 300
	City/State/Zip: Chattanooga, TN 37403
	Telephone Number: (423) 777-4217
	Email Address:
Artist Information	Name: Eric Finley, Jr. (The Artist SEVEN)
	Contact Person: N/A
	Address: 2431 Bridge Circle, Apt. 307
	City/State/Zip: Chattanooga, TN 37421
	Telephone Number: (423) 883-0115
	Email Address: kingdomgraphica@gmail.com
For Chattanooga Public Art Staff Use ONLY	
Date Artwork Donation Approved by Chattanooga Public Art Commission	Meeting Date: _____ *Please see attached copy of meeting minutes.
Date Artwork Donation Approved by Chattanooga City Council	Meeting Date: _____ Resolution No.: _____

Please provide the following information about the above named Artwork.

Please type your responses on a separate sheet of paper and attach the information to this document. The responses should be numbered to correspond with the requests below.

All supporting documents, photographs, etc. must be attached hereto and clearly labeled.

1. Artist's name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's statement about the Artwork.
4. A certified formal appraisal of the Artwork provided by a qualified art appraiser.
5. Information about the origin, derivation, history, and past ownership of the Artwork.
6. A warranty of originality of the Artwork.
7. Information about the condition of the Artwork provided by a qualified visual arts conservator.
8. A maintenance plan for routine care and long-term conservation, including estimated costs.
9. Information about and images of the proposed Artwork site.
10. Information about the methods used for collecting community feedback about the Artwork and the outcome.
11. A written recommendation from the Director of the City department and relevant advisory board(s) responsible for operating and maintaining the Artwork's site.
12. A detailed budget for all aspects of design, fabrication, installation, operation, conservation, maintenance, insurance, and staff support. The donor shall provide a fund for the routine maintenance and long-term conservation of the Artwork. The City requires that the maintenance fund equal no less than ten percent (10%) of the total value of the Artwork. Failure to provide a maintenance fund of at least ten percent (10%) of the value of the Artwork will be a significant factor that the Chattanooga Public Art Commission and Chattanooga City Council consider when deciding whether to accept the donation of the Artwork.
13. Detailed plans for the design, fabrication, installation, operation, maintenance, conservation, insurance, display, and storage of the Artwork.
14. Conditions or limitations on the donation proposed by the donor.
15. Plans for a dedication event sponsored by the donor, if desired. The City is not responsible for planning, financing, promoting, or hosting such an event. **(If such event has already occurred, please provide images and information.)**

Verification Statement

By my signature below, I _____ (*please print name*), attest that the information provided in this Artwork Informational Sheet is true and accurate to the best of my knowledge, and that I have provided all requested supporting documents, photographs, etc.

Signature:

Title:

Date:

The Artist SEVEN, Eric Finley, is a street art muralist, illustrator and graphic artist native to Chattanooga, TN. SEVEN has a B.F.A. from American Intercontinental University in Atlanta, GA. He is the founder and creative director for the Burnin' Bridges Street Art Project and also hosts an annual "mural jam" in Chattanooga's south-side community. SEVEN strives to make an artistic impact in Chattanooga, while helping to develop a cultural awareness and an appreciation for street art as a relevant and empowering art form in today's society.

<https://theartistseven.com>



SEVEN_01 "Flying Over The Rails" 2014, spray paint on concrete, Chattanooga, TN



SEVEN_04 "Buttafly Transportal" 2019, spray paint on concrete, Chattanooga, TN



SEVEN_07 "Tears of Burning Feather" 2015, spray paint on concrete, Chattanooga, TN

Eric Finley
The Artist SEVEN
<https://theartistseven.com>

Muralist. Illustrator. Innovator. Seeking to evolve, elevate, expand and educate on the art form and culture of street art muralism.

SCHOOL

University of Tennessee
Graduate Program for Professional
Educator Licensure
Chattanooga · 2007 – 2008

American Intercontinental University
Bachelors of Fine Art
Visual Communications, Atlanta 2002

Art Institute of Atlanta
Visual Communications 1992 - 1994

WORK EXPERIENCE

Professional Muralist

Chattanooga 2015-2020

I design and paint large-scale murals for various clients.

Creative Program Director / Resident Artist

Urban ArtFormz Institute | Chattanooga · 2013-2014

- Determined strategy to visually represent the organizations identity. Communications.
- Development of concepts for mural projects and workshops.
- Organized events
- Lead creative sessions, and developed youth arts programming.
- Managed and recruited creative team.

TECHNICAL SKILLS

- Adobe Photoshop CC
- Adobe Illustrator CC
 - Premier Pro CC
 - WordPress
 - Procreate
- Photography
 - Printing

Teacher / Computer Technology

Dalewood Middle School | Chattanooga · 2005-2012

- Fostered creativity and a basic understanding of netiquette and all relevant computer software platforms.
- Provided full-time hands-on instruction in computer science and technology.

Graphic Designer / Screen Printer

Imagine Sportswear | Fort Lauderdale · 2004

- Creation of t-shirt graphic design concepts
- Apparel Screen Printing

Large Format Digital Output Specialist

Buckhead Blueprint | Atlanta · 1996-2002

- Customer Service/ Reprographic printing services

AWARDS

Lyndhurst Foundation / RISE
Grant recipient – 2018, 2019

ArtsBuild- Community Cultural
Connections Grant Winner – 2015

Glass House Collective Artist
Residency Grant Winner - 2014

Ringholz Foundation Artist Grant
Winner 2015

ARTIST / DESIGN EXPERIENCE

Illustrator / Professional Muralist / Graphic Designer

The Artist SEVEN | Atlanta, Chattanooga, Miami, Fort Lauderdale

Founder and Creative Director of the Burnin' Bridges Street Art Project and Annual Mural Jam

Sample of Client work

Hemp House – Chattanooga, TN

Large-scale mural commission for two of three retail locations

Montana Cans / Art Creations – Chattanooga, TN

Live Paint Demonstrations using Montana spray-paint

S.W.A.T Book Camp (Various authors)

Book Cover Design, Book Illustration, Logo Design

Passenger Flats Apartments – Large scale mural commissions for downtown apartment properties

kingdomgraphica@gmail.com

423-883-0115

2431 Bridge Cir. Chattanooga, TN 37421

References and portfolio available upon request



Martin Makeover Project Summary

Oct. 15, 2021

Background

SoundCorps was awarded an Artists Work grant in January 2021 to partner with the artist SEVEN, a local muralist, to enhance the largely neglected Martin Amphitheater, the stage under the Walnut Street Bridge. This project provides an opportunity for local artists to create a visually enticing, iconic mural to build a welcoming environment depicting Chattanooga's culture and character.

The design by the artist SEVEN was inspired by music programming and art engagement with youth from East Lake Expression Engine, The Bethlehem Center and Girl Stance. The City of Chattanooga's Homeless Services supported engagement with community members who live nearby the space. Thanks to ArtsBuild, Public Art Chattanooga, Songbirds Foundation, drummer Kofi Mawuko, and creative strategist Erika Roberts for support on this project.

Engagement

Homeless Services Partnership

SoundCorps partnered with the City's Homeless Services Department to solicit feedback from nearby houseless community members about the future mural and potential of the space. Homeless Services emphasized that there is not a current user base at the Martin site, but they were happy to invite SoundCorps staff to tag along with their normal outreach routine to nearby areas to converse about the artwork. Overall, individuals vocalized that they did not frequent the area because of the heavy foot traffic and public nature of the amphitheater. It seemed many had more pressing issues and were not too interested in the content of the mural, but were open to sharing their favorite types of music and that they might be interested in visiting the space if music were happening there. Full details of the meeting notes and outreach notes can be found in the attachments. The document of notes from the homeless services outreach, which took place over three days in late February and early March, was submitted to the artist to inform the design.

Music Makers at the Martin

Investing in enhancements to the Martin Amphitheater is intended to create a place for future generations of artists to perform and SoundCorps was intentional in working alongside the community to beautify the



space. On April 5, 6, and 9, 2021 during Hamilton County's Spring Break, SoundCorps partnered with The Bethlehem Center, East Lake Expression Engine, and Girl Stance to host music educational programming and arts activities that informed the artwork's design. Thirty young participants had a chance to feel what it would be like to perform at the Martin through a guitar lesson led by Songbirds Foundation and also through Kofi Mawuko's Ghanaian drum rhythms class. Each afternoon, creative strategist Erika Roberts led an arts activity with the youth participants to inform the mural design. Erika drafted a report from each day and summarized by writing a poem from the sentiments of each group. This information was submitted to the artist to inform the design. Erika's report can be found in the attachments.

Design and Artist Statement

The artist SEVEN created a preliminary design based on the ideas and feedback gathered at the initial community outreach sessions with Chattanooga Homeless Services, the Bethlehem Center, East Lake Expression Engine, and Girl Stance . The artist's initial design can be seen in the attachment titled "20210503 Mural Initial Design.jpg."

The Artist SEVEN's statement about the design created for the Martin Amphitheater space:

The title of this piece is called "Vibes Resonance". My interpretation of the visual concept design is based on the resonance of sound waves and vibration. It displays examples of the geometric forms that are naturally occurring in sound and nature. I took inspiration from the community engagement activities by incorporating the instruments that were used.

The guitar creates ripples in a pond-spectrum of color with ripples morphing into a galaxy. The lotus flower at the center of the galaxy ripple is a metaphor for creation and the birth of new ideas. The cosmic hands and lotus petals floating by represent the spirit of the tribal ancestors being moved by the beat of the drum and the tone from the woman singing.

Design Feedback

Survey

On May 3, 2021, the artist SEVEN's design was published to inform the general public about the project and allow for feedback. SoundCorps solicited feedback at the site with handwritten surveys and images



of the mural over three days during the week of May 9 - 15. At the time, there was little foot traffic at the actual site, so the surveys were more successful when SoundCorps staff changed locations to engage the public along the riverfront on the RiverWalk near the Market Street Bridge and on the Walnut St. bridge itself. Most individuals knew of the site and all in-person conversations and the 20 completed surveys received positive feedback about the project and the design itself.

A digital version of the survey was also published online on May 3 and promoted via email (sent to 2,200 SoundCorps email subscribers) and social media (Facebook, Instagram, and Twitter) to Chattanoogaans who were asked to weigh in on the design through May 15. 51 respondents took the time to complete the digital survey or offer feedback in the comments thread on the Facebook post featuring the survey link. 55% of online respondents suggested no changes were needed to the mural. 12% of online respondents suggested they were opposed to the City of Chattanooga spending money on public art and/or murals in general. A handful of other respondents offered various feedback with specific color suggestions, lighting suggestions, and other various comments or concerns about the space itself. The suggestion on color was a minor enough to not catalyze a significant change in the mural, while the lighting comment and other concerns regarding the space itself were outside the scope of the mural and had more to do with larger infrastructure, maintenance, and beautification issues within the amphitheater itself.

Demographic and zip code information collected from survey respondents.

Representative zip codes for 14% of respondents: 30707, 37403, 37405, 37408, 37412, 37419

Gender data: 8% of respondents identify as female, 4% identify as male, 88% of respondents were not identified by gender.

Age data: 2% of respondents were 20-29 years old, 4% of respondents were 30-39 years old, 4% of respondents were 50-59 years old, 2% respondents were 60-69 years old. 88% of respondents were not identified by age.

Race data: 4% of respondents identify as black/African American, 8% of respondents identify as white/caucasian, 88% of respondents were not identified by race.

Installation/Maintenance

The Downtown Alliance was contracted to pressure wash and prep the wall for the artist. An unused



metal track that was used to hang curtains along the wall was removed for installation. Cones and drums with caution tape were used around the work zone to keep the general public away from the installation site and also to maintain a 5' clear sidewalk pathway.

On July 12th, the surface of the wall was pressure washed and allowed to dry before the Artist SEVEN began initial priming. Upon priming, he discovered large swaths of the surface that were peeling. After discussions with Soundcorps and Public Art, the determination was made that in order to get maximum longevity and quality, the wall needed to be sandblasted. Soundcorps contracted Vapor Barrier Solutions to sandblast the surface before proceeding further with installation. Sandblasting commenced on July 20th and lasted through July 26th. One final pressure washing was required prior to applying paint to the wall.

The Artist SEVEN began priming and painting the mural on July 27th. The mural design was updated from the initial design to fully ensure no potentially copyrighted imagery was used in the final design and application. An anti-graffiti coating was applied to the surface as he moved along the wall so that the wall could be easily cleaned in the case of unwanted dirt or graffiti. Installation lasted through August 7th at which time all equipment and barricades were removed from the site. Refer to the artist's maintenance report for details on cleaning the mural.

Challenges + Opportunities

The community engagement piece working with artists, musicians and community partners from all over Chattanooga was very successful and quite seamless. Everything ran smoothly and we had overwhelmingly positive feedback from Homeless Services, The Bethlehem Center, Expression Engine, Songbirds, Girl Stance, Kofi Mawuko, Erika Roberts and the student participants.

Collecting a large number of responses to the survey was challenging, both in-person and online. Project staff was met by-and-large with apathy by in-person passers-by, collecting just 20 surveys over hours of outreach, while the digital survey attracted just 51 respondents with some vitriol and bombastic statements in the social media comment threads and digital survey feedback (somewhat to be expected in the anonymous online format). Furthermore, SoundCorps staff only collected demographic information from digital survey respondents after the survey was already published and closed. This was a major oversight and contributed to the fact that only 12% of all digital respondents were able to be



catalogued on demographic information along with the 20 in-person responses, meaning demographic and zip code information was collected from 37% of all responses.

The unforeseen paint peeling and required sandblasting posed another massive challenge to completing the project within the specified timeframe and within the project budget. SoundCorps did budget for approximately 5% in unexpected overage costs, but those costs ultimately ended up being 10% of the project budget, causing SoundCorps to come out of pocket for an additional 5% of completing the project and also causing the project to be completed 14 days after the initial completion deadline.

SoundCorps is an organization primarily focused on building Chattanooga's music economy, working with musicians and music industry professionals to build their careers. The company has no history in overseeing mural installations or working alongside Public Art Chattanooga for public art installations and documentation. In an effort to minimize the learning curve, SoundCorps contracted project management to contractors more familiar with the processes. Evolutions in employment required the organization to change project management mid-project, which proved to be another stumbling block to completing the mural within budget and on-time. Due to conflict-of-interest concerns with the original project manager accepting a job with the City of Chattanooga, SoundCorps staff was required to search for and hire a second project manager just weeks before mural installation began. This changeover in staff brought with it a learning curve hurdle, delays in communication with involved parties, and some unexpected expenses not taken into consideration in the initial budget.

SoundCorps seeks to partner with local muralist SEVEN to enhance the largely neglected Martin Amphitheater (the stage near the Walnut Street Bridge) that could host in-person musical performances safely during COVID-19. This proposed project will encompass an opportunity for local artists to create a visually enticing, iconic mural to build a welcoming environment depicting Chattanooga's culture and character.

Investing in enhancements to the Martin Amphitheater will create a place for future generations of artists to perform and SoundCorps will be intentional in working alongside our community to do so. During Spring Break, SoundCorps will partner with The Bethlehem Center, East Lake Expression Engine & Girl Stance to host music educational programming and arts activities that will inform the artwork's design. The kids will have a chance to feel what it would be like to perform at the Martin through a guitar lesson and Kofi Mawuko's Ghanaian drum rhythms class. Next, PAC Creative Strategist Erika Roberts will lead an arts activity with the kids to inform the mural design. Once the artwork is complete, SoundCorps will host the annual Buskers Bash to unveil the space to the public and showcase Chattanooga's diverse musical talent.

The project will take place at the Maurice Martin Amphitheater along the Chattanooga Riverfront, near the Walnut Street Bridge. From Ross's Landing park to nearby car-free Walnut Street Bridge, the Chattanooga Riverfront is a beautiful highlight of our city. However, one of the most under-utilized public spaces in the City has a central location on the Tennessee Riverfront. Unfortunately, the Martin Amphitheater sits empty on most days. The space is located just steps away from Chattanooga's incredibly popular Walnut Street Bridge and could bring vitality to our community by serving as a public entertainment hub right on the banks of the Tennessee River, which enjoys daily foot-traffic of hundreds of people.









- SELECT: TEMPORARY INSTALLATION
 PERMANENT INSTALLATION

Exhibit C

CITY OF CHATTANOOGA PUBLIC ART STANDARD FORM AGREEMENT

This PUBLIC ART STANDARD FORM AGREEMENT (“Agreement”) governs the purchase, creation and installation of temporary and permanent works of art (“Artwork”) on property owned and/or operated by the City of Chattanooga (“City”), a Tennessee Municipal Corporation.

In consideration of the mutual promises and covenants contained herein, the Parties, as further defined herein, agree as follows:

1. Effective Date.

This Agreement is effective as of the date signed by the City.

2. Background and Purpose.

SoundCorps, Inc. (“SoundCorps” or “Contractor”) has requested financial assistance for arts programming through the Public Art Artists Work Grant program, and has furnished Public Art Chattanooga (“PAC”), a division of the City of Chattanooga, and Southeast Tennessee Development District (“SETD”), as PAC’s fiscal agent, an acceptable narrative and budget outlining activities that will occur within one (1) year of receiving funds for permanent public art projects. Grant funds awarded in relation to this Agreement are for the purpose of funding the Martin Makeover Project, consisting of three (3) days of community engagement activities at the Maurice Martin Amphitheater, a City property located under the south end of the Walnut Street Bridge, to inform a 564 square foot mural design and subsequent implementation (the “Artwork”) on one side of a bridge abutment located at that site this Summer. SoundCorps will subcontract with various artists and entities to ensure the completion of the project.

3. Applicability.

SoundCorps, as the project leader for the Martin Makeover Project, is entering into this Agreement with the City of Chattanooga to ensure that the mural installation that will culminate the Martin Makeover Project complies with PAC’s policies and procedures. As such, SoundCorps’ written agreement with the artist(s) participating in the Martin Makeover Project shall reference this Agreement and shall contain an acknowledgement that the artist(s) is aware of and agrees to comply with the terms and conditions set forth in this Agreement.

4. Governing Documents.

The following documents are Exhibits to this Agreement and incorporated herein by reference, unless otherwise indicated in writing and signed by both parties:

- a. City Purchase Order Standard Terms and Conditions (**EXHIBIT A**)
- b. Scope of Work/Specifications (**EXHIBIT B**)
- c. Conservation Record and Maintenance Form (**EXHIBIT C**)

- d. Artwork Site Diagram/Drawing (**EXHIBIT D**)
- e. Letter of Understanding Detailing Grant Funding (**EXHIBIT E**)
- f. Installation Storage Location (**EXHIBIT F**)

5. City Purchase Order Standard Terms.

In the event of a conflict between the terms set forth in this Agreement and the City Purchase Order Standard Terms and Conditions (“City Standard Terms”), the City Standard Terms shall prevail, unless specifically noted otherwise and agreed to by the parties in writing.

6. Term.

For TEMPORARY EXHIBITS, the term of the Agreement shall be for a period of two years from the Effective Date said Agreement may be renewed for three (3) additional one (1) year terms on mutual agreement by Parties. For PERMANENT EXHIBITS, the terms of the Agreement shall terminate thirty (30) days after the City’s written acceptance of the installed Artwork; but in no instance shall the Agreement extend beyond five (5) years from the Effective Date. Due to the location and frequent use of the area in the vicinity of the Artwork installation site, time is of the essence in completing the Artwork installation under this Agreement. As such, SoundCorps shall ensure that the Artist works to complete the Artwork installation within the time frame as indicated in EXHIBIT B. Certain provisions shall survive the termination of the contract period, including the provisions governing Indemnification and Hold Harmless, Insurance, ID Rights and Waivers, Representations and Warranties, and Licensing.

7. Scope of Work.

The City shall prepare a Scope of Work (**EXHIBIT B**) that shall set forth the following:

- a. Project phases and deliverables at each phase (conceptual design, final design/structural design, fabrication and installation)
- b. Project milestones and deadline for completion of each milestone
- c. Proposed site visits/meetings
- d. Costs associated with all work and expenses and an applicable payment schedule

8. Work Completion and Change Orders.

SoundCorps understands that time is of the essence in the rendering of services under this Agreement and shall ensure that the artist completes the work in accordance with the schedule set forth in Scope of Work, **EXHIBIT B**. Any amendments to the schedule require a written change order to be approved in writing by the City’s Public Art Director. In the event so designated in the public art guidelines, the change may be approved by the public art governing body, board or committee (“Approval Body”). Any responsibilities of the City related to the design, fabrication or installation must be specifically set forth in **EXHIBIT B**, in a section entitled “City Responsibilities.”

9. Approval.

The Public Art Director or City designated Approval Body shall review and approve the Artwork at the designated project phases. The City's approval, through its Public Art Division or through a designated Approval Body, shall not release the artist of the responsibility for the correction of mistakes, errors or omissions contained in the plans, including any mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the plans were developed or approved.

The Parties acknowledge that certain elements of the Artwork may be fabricated at locations away from the designated City property ("Site"). The City reserves the right to inspect each of the elements prior to transporting to the Site and prior to installation.

10. Transportation and Installation.

The artist is responsible for arranging transportation and installation of the Artwork on the designated Site in consultation with the appropriate City Public Art and Public Works personnel. Artist is responsible for any costs associated with storing the Artwork in advance of the scheduled installation date.

11. Licenses and Permits.

SoundCorps shall secure and purchase any and all required licenses, permits and similar legal authorizations necessary for the installation of the Artwork on the Site.

12. Representations and Warranties.

SoundCorps represents and warrants:

- a. It has full power and authority to enter into this Agreement.
- b. The Artwork is solely the result of the artistic effort of the artist, and the artist is the sole creator of the Artwork.
- c. The Artwork is a unique and original creation from the artist that has not been previously created or sold in any form (except as related to the procurement forming the basis of this Agreement).
- d. The artist is the owner of the Artwork.
- e. The Artwork is the exclusive work of the artist.
- f. The Artwork is free and clear of all liens.
- g. The artist has free and clear right to sell the Artwork.
- h. The Artwork, or duplicate thereof, has not been accepted for sale elsewhere.
- i. The Artwork is not in the public domain.
- j. The Artwork does not infringe on the proprietary right at common law or intellectual property rights of any third party.
- k. SoundCorps will not enter into any agreements with any other person or entity that conflict with the terms of this Agreement.

13. Warranties-Quality and Condition.

SoundCorps shall ensure that the artist can make the following representations and warranties:

Artist represents and warrants that all work will be performed in accordance with professional workmanlike standards and be free from defective or inferior materials and workmanship, including any defects consisting of inherent vice, or qualities that cause or accelerate the deterioration of the Artwork.

Artist represents and warrants that the Artwork and materials used are not currently known to be harmful to the public health and safety. Artist will accordingly provide a list of materials and substances used in the completion of the Artwork.

If within two years after acceptance of the Artwork, City observes any breach of warranty that is curable by artist, artist shall, at the request of the City, promptly cure any breach to the satisfaction of the City and consistent with professional conservation standards, at no cost or expense to the City. City agrees to provide reasonably prompt notice to the artist of any breach.

If within one year after acceptance of the Artwork City observes any breach of warranty described in this section that is either not curable by artist or not timely cured by artist, artist is responsible for reimbursing the City for all damages, expenses, and loss incurred by City as a result of the breach.

14. Indemnification and Hold Harmless.

SoundCorps shall ensure that artist, its employees, officers, contractors, and subcontractors shall indemnify (including attorney's fees) and hold harmless the City, its officials, employees, officers, and agents (the "Indemnified Parties"), in the event of any claim, lawsuit, liability, judgment, or costs arising directly or indirectly from the artist's performance of this Agreement. **The provisions of this section shall survive termination of this Agreement.**

15. Site Appearance.

During the Artwork installation, all minor equipment, material, supplies etc. used by Artist shall be moved to and from the Site each day due to the open, unsecured nature of the Site location. Major equipment, such as any lifts, may be kept within the work zone permitted area. The City of Chattanooga will sponsor two parking spaces through the Chattanooga Parking Authority during the time frame as indicated in **Exhibit B** for the contractor or artist to provide a secure unit within the spaces during the Artwork installation. See **Exhibit F** for sponsored location. After completion of the installation, Artist shall be responsible for any clean-up of the Site made necessary by the installation of the Artwork, including removal of equipment and materials, and the repair of any portion of the Site or surrounding area damaged by the installation of the Artwork.

16. Insurance.

During the term of this Agreement SoundCorps shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof and produce a Certificate of Insurance with insurance coverage levels as set forth in the City Standard Terms, **EXHIBIT A**.

17. Acceptance.

City shall require written notice of final acceptance of the Artwork by the City. Until the point of acceptance, any injury to persons or property caused by the artist's Artwork or any damage to, theft of, vandalism to, complete destruction of, or acts of God or nature affecting the artist's Artwork are the sole responsibility of the artist.

18. Final Inspection.

Final inspection of the Artwork shall be conducted by the City within thirty (30) days of receiving written notice from the artist of the completed installation.

19. Documentation.

Prior to receipt of final payment, SoundCorps shall provide photographic documentation of the Artwork, including: a set of three high resolution digital files of the Artwork and final status report, while the artist will provide a written narrative description of the Artwork.

20. Copyright, Trademark, Service Mark and Infringement of Third Party Intellectual Property Rights.

Artist shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the City to the extent it is based on a claim that the Artwork infringes upon the intellectual property rights of a third party.

Artist shall further indemnify and hold harmless the City against any award of damages and costs made against City by a final judgment of a court of last resort in any such suit.

All copyright and further reproduction rights to the Artwork remain with the artist.

City shall provide the artist immediate notice in writing of the existence of any such claim and give the artist the full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable the Artist to do so.

City reserves the right to participate in the defense of any such action.

Artist shall have the right to enter into negotiations for; and to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon City unless approved by the

City consistent with the requirements set forth in Chattanooga City Code. **The provisions of this section shall survive termination of this Agreement.**

21. License.

Artist grants a perpetual license to the City for the use of the Artwork for educational, community, and other non-commercial uses. In the event the City wishes to use the Artwork for commercial purposes, the artist agrees to negotiate in good faith to enter into a separate agreement governing the use of the Artwork for commercial purposes.

22. Intellectual Property: Rights and Waivers.

a. Ownership.

Any artwork created for permanent installation under this Agreement shall be the property of the City. Ownership of the Artwork shall be transferred from the artist to the City upon written final acceptance by the City. City shall retain all documentation regarding the Artwork. Upon final acceptance, City shall have a right to all plans, drawings, sketches, designs, and other work of the artist pertaining to the Artwork for maintenance, repair and historical documentation purposes only, unless otherwise specified herein.

b. Copyright.

Artist retains all copyrights not otherwise granted to the City herein. Artist is responsible for registering the Artwork in his or her name with the U.S. Register of Copyrights at no additional cost to the City.

c. Reproductions.

Artist shall not create or display three-dimensional reproductions of the Artwork at any location other than the City Site, nor shall artist grant permission for others to create or display three-dimensional reproductions, except with written permission of the City.

d. Exclusive License for Non-Commercial Reproductions.

Artist grants City the exclusive right to publicly display and reproduce images of the Work by photographic, electronic, digital, mechanical, or any other method that may become available following the installation of the Artwork for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. On any such reproductions, City will acknowledge artist's authorship and provide copyright notification substantially in the following form: artist's name and date of publication. In the event City wishes to use the Artwork for commercial purposes, City shall contact the artist to negotiate a separate agreement.

e. Publicity.

City shall have the right to use the artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork.

f. Credits.

SoundCorps will include in any publicity recognition of the Artists Work Grant Program and partners: Public Art Chattanooga, Southeast Tennessee Development District and ArtsBuild.

City shall have the right to review and approve any public announcements or press releases generated by artist or artist's subcontractors regarding the Artwork until final acceptance has been issued.

Artist agrees to be photographed or videoed for purposes of promoting the Artwork. Artist grants City permission to use his or her likeness in photograph, video or digital reproduction, for purposes of promoting the Artwork.

23. Maintenance, Repair or Restoration.

The artist acknowledges that the Artwork must be durable, with due consideration given to the outdoor nature of the Artwork and its subsequent exposure to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that the Artwork's maintenance requirements will be reasonable in terms of time and expense.

With respect to any cleaning, maintenance, repair or restoration of the Artwork, artist shall be consulted if possible if the need for repair or restoration arises. City will send written notice to the artist at least thirty (30) days prior to the commencement of any repair and restoration work.

Artist understands that the artist's participation shall be at no cost to the City. The nature of the repair shall not significantly alter the original appearance of the Artwork and shall be consistent with the artist's repair instructions. The artist shall not be responsible for bearing any costs associated with the maintenance, repair or restoration of the Artwork for damage or deterioration to the Artwork that occurs at a point after the City's final written acceptance of the Artwork.

The City shall maintain the Artwork pursuant to the instructions provided by artist and submitted by artist on the Conservation Record and Maintenance Form attached hereto as **EXHIBIT C** and incorporated herein by reference.

Artist shall take reasonable measures to protect or preserve the integrity of the Artwork, such as the application of protective or anti-graffiti coatings.

Artist warrants the foreseeable exposure to the elements and general wear and tear will not cause the Artwork to fall below an acceptable standard of public display.

Prior to receipt of final payment, artist shall provide a maintenance manual with a description of all materials, products and fabrication methods used in the Artwork and the required care and upkeep involved, including: (i) product data sheets for any material or finish used; (ii) the names and contact information of relevant manufacturers or producers; and, (iii) to the extent the Artwork incorporates products covered by a manufacturer's warranty, artist shall provide copies of such warranties. Artist warrants the responsible maintenance of the Artwork will not require procedures substantially in excess of those described in the recommended maintenance manual.

Repairs and restoration of the Artwork, if any, are to be distinguished from maintenance of the Artwork, as addressed above. City shall determine when and how repairs and restoration to the Artwork will be made. However, at no cost to the City whatsoever, and to the extent practicable, artist will have the opportunity to comment on and participate in all repairs and restoration that are made during the artist's lifetime. City will give written notice to the artist prior to undertaking repairs or restoration of the Artwork, and artist will have 30 days from the date that the notice is sent by City to advise the City, as specified in the notice, of artist's wish to so comment and/or participate. Notice will only be sent by City to the address provided by artist, in keeping with the Notices provision of this Agreement in Section XXIII where artist is responsible for keeping City advised of artist's current mailing address. Artist understands that City's repairs and restoration of the Artwork will be limited and determined in significant part by funding decisions of the City Council and other officials and departments. **The provisions of this section shall survive termination of this Agreement.**

24. Deaccessioning.

The artist agrees and acknowledges that should deaccessioning of the Artwork become necessary at any point the City shall proceed with deaccessioning pursuant to the guidelines as may be established by the City's Public Art division or as may be established by an Approval Body.

25. Resiting.

City intends that the Artwork shall remain in its designated site as set forth in the drawing attached hereto as **Exhibit D** and incorporated herein by reference; however, City reserves the right to relocate the Work.

26. Waiver.

No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

27. Attorney Fees.

Artist agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of the contract, and in the event City prevails in such action, artist shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for City.

28. Death or Incapacity of Artist.

In the event of artist's physical incapacity or death prior to the completion of the Artwork, all payments made up to the point of incapacity or death will be reasonably compensated. Upon payment to compensate artist or artist's estate for all work performed to the date of incapacity or death, the incomplete Artwork and any material paid for by City will become the property of City. However, if the Artwork is substantially designed and/or completed and it is feasible for the work to be fully completed without undue delay, City may elect to proceed under the terms of this Agreement and hereby has the consent of the artist to proceed. In the event the City elects to proceed with the completion of the Artwork, all remaining work to be completed in accordance with this Agreement will be delegated to:

Name: Matt Field (Artist name—Matt Letrs)

Address: 257 Kenilworth Circle Stone Mountain, GA 30083

Phone Number: 404—323—6679

Email: AllCityMurals@gmail.com

29. Venue.

Any action between the parties arising from this agreement shall be maintained in the courts of Hamilton County, Tennessee.

30. Compensation.

The funding details of the Artwork Installation are set forth in **EXHIBIT E**. Except as set forth in **EXHIBIT E**, there will be no other charges or fees for performance under this Agreement.

31. Taxes.

City shall not be responsible for any taxes that are imposed on artist. Furthermore, Artist understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

32. Governing Law.

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Artist may provide.

33. Termination.

Breach. Should artist fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if it should violate any of the terms of this Agreement, City shall have the right to immediately terminate the Agreement. Such termination shall not relieve artist of any Liability to City for damages sustained by virtue of any breach by artist.

Notice by City. City may terminate this Agreement at any time upon thirty (30) days written notice to artist and a reasonable reconciliation of costs incurred up to the date of written termination.

Lack of Funding. Should funding for this Artwork be discontinued, City shall have the right to terminate the Agreement immediately upon written notice to artist.

34. City Property.

Any City property that is in artist's possession shall be maintained by artist in good condition and repair, and shall be returned to City by artist upon termination of the Agreement. All goods, documents, records, and other work product and property produced during the performance to this Agreement are deemed to be City property.

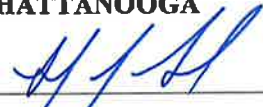
35. Contingent Fees.

Artist hereby represents that artist has been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of the paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being an artist or subcontractor artist under City contracts.

[SIGNATURE PAGE TO FOLLOW]

The Parties have read and understand the terms set forth herein. By signing this Agreement, the Parties affirm they have the authority to enter into this legally binding Agreement on behalf of the Parties hereto.

CITY OF CHATTANOOGA


Signature 

Printed Name RICHARD J. BEELAND

Title DEPUTY, ECD

Date 5-27-21

SOUNDCORPS, INC.

Signature 

Printed Name STRATTON TINGLE

Title EXECUTIVE DIRECTOR

Date 5/25/2021

EXHIBIT A
CITY PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE-AGREEMENT.** Contractor's commencement of work on the goods/non-professional services subject to the purchase order or shipment/performance of those goods/non-professional services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services.
2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").
4. **INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense and in addition to City's other rights. City may charge Contractor all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.
5. **PRICE WARRANTY.** Contractor warrants that the prices for the goods or nonprofessional services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or nonprofessional services in similar quantities. In the event Contractor reduces its price for the goods or nonprofessional services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.
7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

9. **LIMITATIONS OF RESPONSIBILITY.** In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or nonprofessional services which give rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or nonprofessional services delivered must be commenced within one (1) year after the cause of action has accrued.

10. **PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** The Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

11. **RECORDS RETENTION AND AUDIT.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.
- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or nonprofessional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work

done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.

13. **TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

16. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. **COMMUNICATIONS.** Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga
Attn: Public Art Director
101 E. 11th Street, 3rd Floor
Chattanooga, TN 37402
(423) 643-7823

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **WAIVER.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type

19. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. **SUCCESSORS AND ASSIGNS.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **ASSIGNMENT.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.

23. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

26. **NON-DISCRIMINATION.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

27. **DRUG FREE WORKFORCE.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

28. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

29. **COMPLIANCE WITH LAWS.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state law.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

Description of Work

ARTWORK PROJECT NAME: Vibe's Resource

ARTWORK INFO: LOCATION: Market Street, San Francisco

ARTIST NAME: Sound

ARTIST ADDRESS: 301 E 11th St, San Francisco

CHATTANOOGA, TN 37403

ARTIST PHONE: 433 777 4217

ARTIST EMAIL: STEVEN@SOUNDARTS.ORG

ARTIST: Please provide this information in all written notices to the City.

(or) THE ARTIST: STEVEN

TITLE OF ARTWORK: Vibe's Resource

EXHIBIT B

SCOPE OF WORK/SPECIFICATIONS AND FEES

NOTE: This EXHIBIT B must be provided to the City Attorney's Risk and Claims Analyst for inclusion of the Artwork under the City's fine art insurance policy

I. SCOPE OF WORK

SoundCorps will contract separately with local muralist SEVEN to enhance the largely neglected Maurice Martin Amphitheater located underneath the south side of the Walnut Street Bridge. This project encompasses an opportunity for local artists to create a visually enticing, iconic mural to build a welcoming environment depicting Chattanooga's culture and character. During Spring Break 2021, SoundCorps will partner with The Bethlehem Center, East Lake Expression Engine & Girl Stance to host music educational programming and arts activities that will inform the artwork's design as well as engage the homeless population residing at the space in other engagement activities to inform the mural design. PAC will sponsor the community engagement at the Martin on April 5, 6 and 9th, 2021 in order to waive park reservation fees. Artist shall execute and install the Artwork in accordance with the approved final design proposal.

Description of Work

ARTWORK/PROJECT NAME: Martin Makeover Project

ARTWORK INSTALL LOCATION: Maurice Martin Amphitheater

ARTIST NAME: SoundCorps

ARTIST ADDRESS: 301 E. 11th Street Ste. 300 Chattanooga, TN 37403

ARTIST PHONE: 423-777-4217

ARTIST EMAIL: stingle@soundcorps.org

CREDIT: (Exact form of Artist's name for attribution in all written materials, exhibition, labels, etc.) The Artist SEVEN

TITLE OF ARTWORK: Vibes Resonance

DESIGN: AS SET FORTH IN EXHIBIT E

MEDIUM:

DIMENSIONS: (H) (W) (D)

ESTIMATED INSURANCE VALUATION: \$

Project Phases and Deliverables:

1. Plan and conduct community engagement activities to inform the artwork's design.
2. Finalize design and technical details.
3. Site prep, Artwork installation and site repair.
4. Photographs of completed artwork, final inspection, and submission of maintenance and conservation report.

FINAL DESIGN / TECHNICAL DRAWINGS:

Key Deliverables:

- Final Site Plan, Artwork Plans and Elevation views with Dimensions
- Final Materials, Fabrication and Installation Specs and Technical Drawings required for permits
- Maintenance and Conservation Details
- Final Budget not to exceed \$23,5000, inclusive of:
artist's fee, costs related to design, materials, fabrication, site prep, equipment for installation, site security, insurance, permits, barricades, production staff or assistants, site repair and other relevant costs related to the creation and installation of artwork
- Final Schedule

INSTALLATION:

Artist agrees to install all elements as illustrated in the accepted final design and provide a completed conservation record for ongoing care and maintenance of the artwork.

Key Deliverables:

- Site preparation
- Site repair
- Final inspection of Artwork
- Photos of completed installation
- Completed conservation record

Project Milestones

Responsible Party	Description of milestone	Completion Date
City	SoundCorps Under Contract	April 2021
SoundCorps	Community Engagement Activities Conducted	April 2021
Artist	Concept Design Due & Community Feedback	May 2021
Artist	Final Design Due	May 28, 2021
SoundCorps	CPAC final design review / approval, secure permits	June 16, 2021
SoundCorps	Progress Status Report	July 2021
Artist	Site prep / installation	July 12-26, 2021
SoundCorps	Evaluation Report / Photo Documentation	August 2021
Artist	Completed conservation / maintenance record and written narrative	August 2021

17. Reproductions and Periodicals (pertaining to the above work)

TECHNICAL AND MAINTENANCE INFORMATION

18. Construction technique:

19. Foundation structure (include bolt/pin size, and grout as well as any underground anchoring systems):

20. Material(s) (types, sizes, manufacturers):

21. Material(s) thickness:

22. Welding or jointing method:

23. Welding rod alloy or joint material:

24. Material finish (glaze, paint, color and type, sanding grit, tool pattern, patina, surface sealer etc.):

25. What is your intention relating to the work over time? (patina etc.) Should the work reflect the impact of the environment? Should the work be cleaned?

26. Suggested routine maintenance:

27. To your knowledge, can the CITY cleaning staff be responsible for this routine maintenance?

28. Yearly maintenance and care of artwork (cleaning agent and procedure):

29. Can the CITY Staff at the site be responsible for these procedures?

Artist's Signature

Date

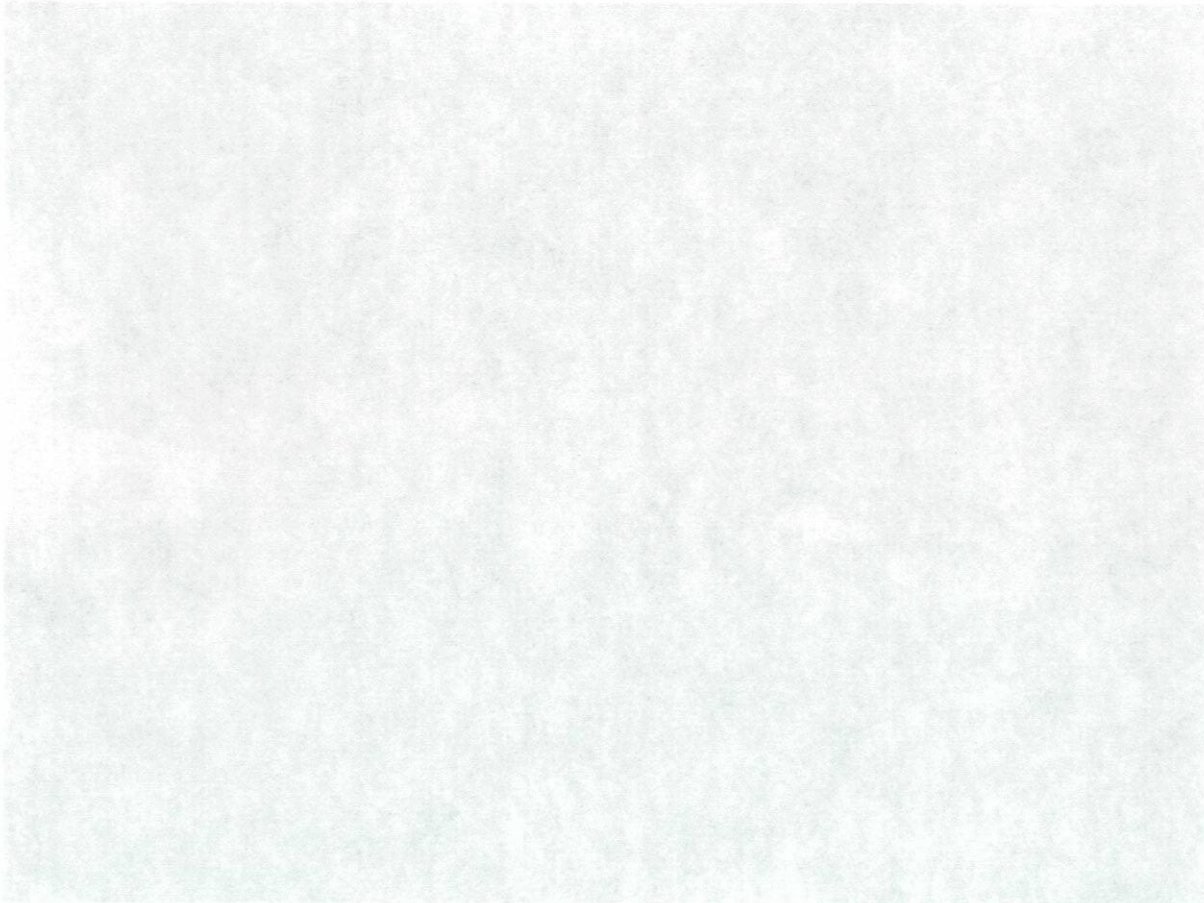


EXHIBIT D
ARTWORK SITE DIAGRAM AND DRAWING



EXHIBIT E
LETTER OF UNDERSTANDING DETAILING
GRANT FUNDING



**2020-2021 Artists Work – Public Art Grant
Letter of Understanding**

SoundCorps (hereinafter referred to as Grantee) has requested financial assistance for arts programming in Chattanooga, Tennessee, in the category entitled Public Art Artists Work Grant, and has furnished Public Art Chattanooga (PAC), a division of the City of Chattanooga, and Southeast Tennessee Tennessee Development District (SETD), as PAC's fiscal agent (Grantor), an acceptable narrative and budget outlining the activities that will occur within *one year of receiving* funds for permanent projects.

In return, SETD will award the Grantee an amount not to exceed **\$23,500.00**

By signing this letter, the Grantee agrees to the Terms contained within this Letter of Understanding.

1. Grantee Individual, Organization or Group

The Grantee is residing or working in the Thrive 2055 Region and can provide proof of residency within one of the 16 counties in Tennessee (Bledsoe, Bradley, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, Sequatchie), Georgia (Catoosa, Dade, Murray, Walker, Whitfield), and Alabama (DeKalb, Jackson).

2. Payment of Grant Funds

The Grantee maintains a bank account to receive and disburse grant funds. Grantee will receive a 1099 and be responsible for paying federal taxes.

Grantees will receive Forty percent (40%) of their grant award (**\$9,400.00**) upon signing this Letter of Understanding and will receive Fifty percent (50%) (**\$11,750.00**) upon PAC receiving an **Invoice, and project status report** In **July 2021**, and the remaining Ten percent (10%) (**\$2,350.00**) upon PAC receiving an **Invoice, evaluation report, and program / project photo documentation** within thirty days (30 days) after the completion of the program / project.

3. Use of Grant Funds

Grant funds are awarded for the purpose of funding the Martin Makeover Project, consisting of community engagement activities to inform a mural design, and subsequent implementation of a 564 sq. feet mural on one side of a bridge abutment located at the Maurice Martin Amphitheater. The location is a public park within the City of Chattanooga's Parks and Recreation Department, and has received approval from all relevant City departments (PAC and Chattanooga Department of Transportation) to proceed. Grantee will subcontract with various entities to ensure the completion of the project including the Artist SEVEN (Eric Finley, Jr.). The project and artist were approved by the Chattanooga Public Art Commission (Commission), the entity authorized by Chattanooga City Council ordinance to oversee public art on City property. As such, the mural's final design, materials, and maintenance plans will need review and approval by the Commission before proceeding with implementation.

4. Withholding of Grant Funds

BY: 
Signature of Grantee

01/27/2021
Date

Stratton Tingle, Executive Director

Typed or Printed Name and Title of above

[Faint, illegible text, likely bleed-through from the reverse side of the page]

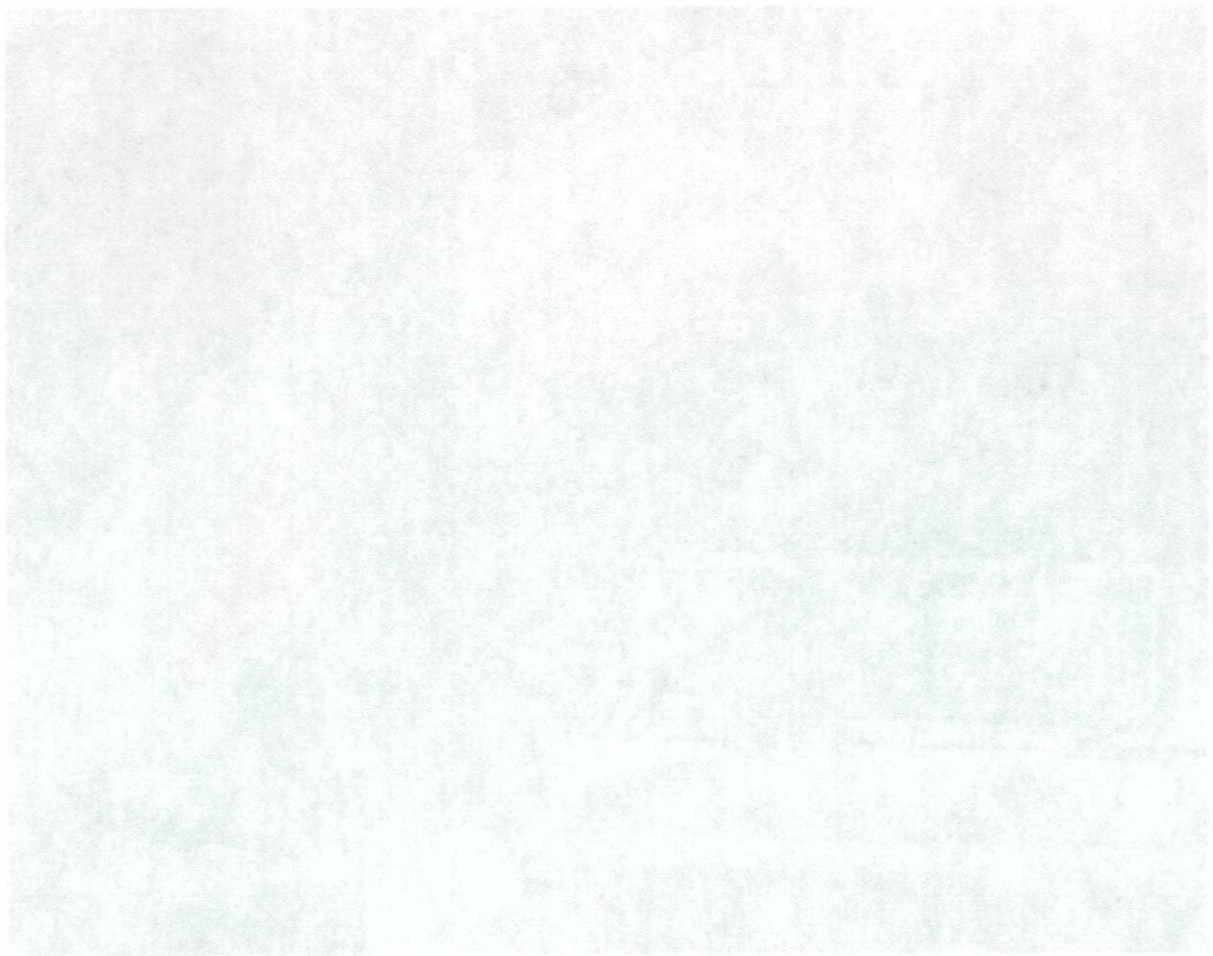
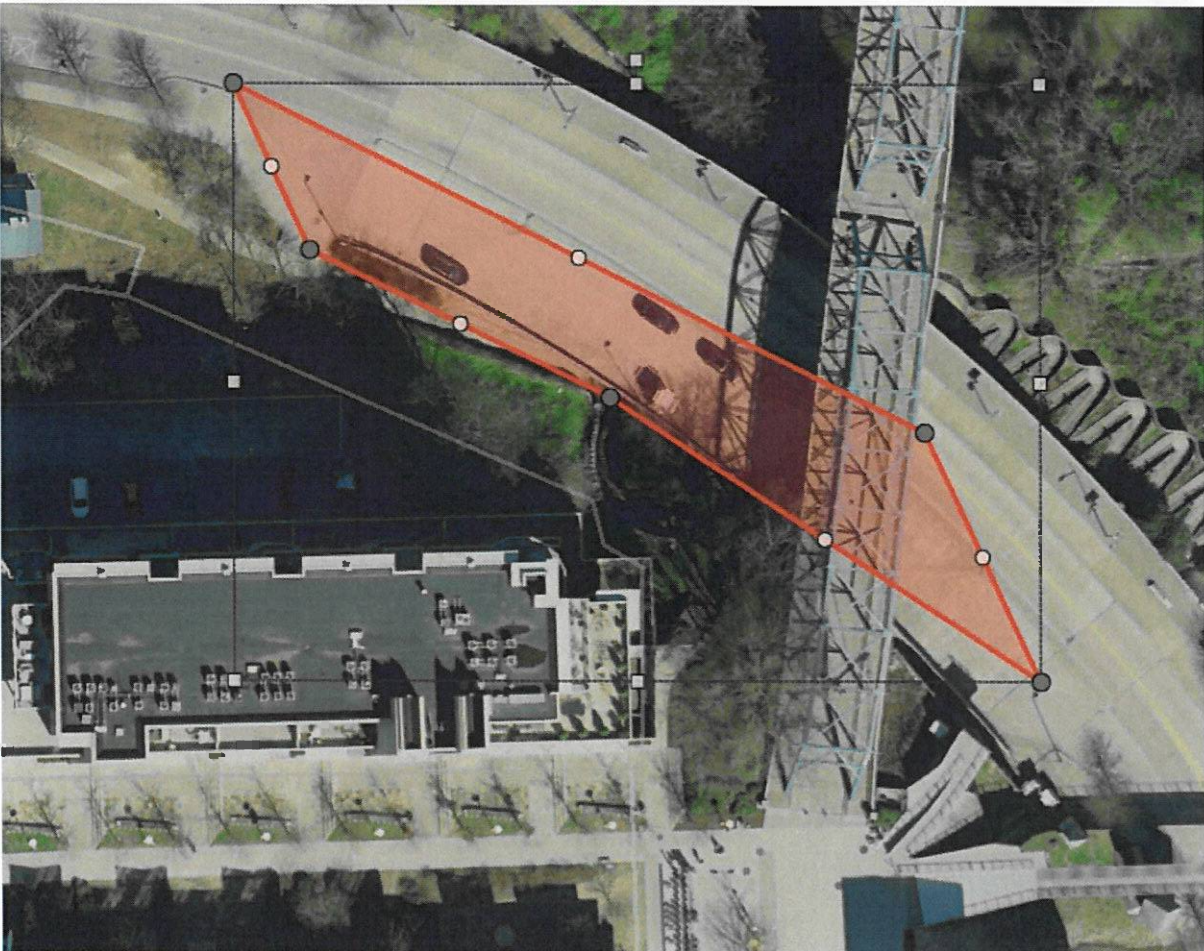
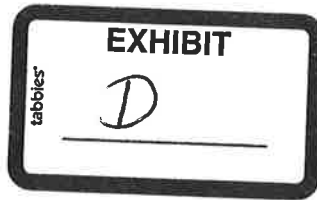


EXHIBIT F
INSTALLATION STORAGE LOCATION

The Chattanooga Public Art Division will sponsor Martin Amphitheater reservations through the City, and two parking spots along Riverfront Parkway through the Chattanooga Parking Authority, which the Contractor may utilize to provide a secure storage space during the site prep and installation phase from July 12-26, 2021. The sponsored parking spot reservation is subject to no other major events necessitating road closure on that portion of the parkway through the Chattanooga Parking Authority. The Contractor must provide a completed work zone permit application by June 1, 2021 for the Public Art Director to proceed with this reservation. All other barricades / closure signage will be at the expense of the project.

As the Martin Amphitheater will remain open to pedestrian traffic through these dates, all materials, supplies and minor equipment must be removed and stored within the secure storage space daily.





CONSERVATION FORM AND MAINTENANCE RECORD

This form should be completed by the ARTIST. The information provided by the ARTIST will be used for the artwork's permanent catalogue record as well as for the future care of the artwork.

GENERAL INFORMATION

- 1. Artist: SEVEN
2. Address: 2431 BRIDGE CIR, APT 307 Chattanooga TN 37421
3. Phone: 423-883-0115
4. Email: Kingdomgraphica@gmail.com
5. Title of Artwork(s): Vibes Resonance
6. Description of Artwork (s): Music Themed Mural
7. Date and Place Executed:
8. Installation Date: July 29 - August 7, 2021
9. Project Name: Martin Amphitheater Mural Project
10. Location of Artwork/Site: MORICE MARTIN AMPHITHEATER
11. Medium: Spray paint on concrete
12. Dimensions: Height: 564 sq ft, Width: , Depth:
13. Approx Weight: N/A
14. Location and Description of Signature Copyright Mark (if it occurs): Center column under the drum, the Artist Seven Icon
15. Fabricator, if other than artist (name, address, telephone): N/A
16. Exhibitions and Collections (pertaining to the above work): N/A

17. Reproductions and Periodicals (pertaining to the above work)

N/A

TECHNICAL AND MAINTENANCE INFORMATION

18. Construction technique:

N/A

19. Foundation structure (include bolt/pin size, and grout as well as any underground anchoring systems):

N/A

20. Material(s) (types, sizes, manufacturers):

Montana Gold Spray Paint,
MTN 94 Spray/Paint,

21. Material(s) thickness:

Sherwin Williams Emerald Exterior

N/A

22. Welding or jointing method:

N/A

23. Welding rod alloy or joint material:

N/A

24. Material finish (glaze, paint, color and type, sanding grit, tool pattern, patina, surface sealer etc.):

Sherwin Williams Anti-Grffiti Clear Coating

B97 C 150

25. What is your intention relating to the work over time? (patina etc.) Should the work reflect the impact of the environment? Should the work be cleaned?

The work should be cleaned if needed.

26. Suggested routine maintenance:

Light Pressure Wash. Add soap if removing graffiti.

27. To your knowledge, can the CITY cleaning staff be responsible for this routine maintenance?

Yes