

ARTWORK COMMISSION AGREEMENT

This Artwork Commission Agreement ("**Agreement**") is entered into on _____ ("**Effective Date**") between Chihuly, Inc., a Washington corporation, dba Chihuly Studio ("**Chihuly**"), and City of Round Rock with a mailing address of 221 East Main Street, Round Rock TX 78664 ("**Client**") (Chihuly and Client together the "**parties**" and each a "**party**").

Recitals

- A. Client desires to commission an original piece of Artwork (defined below) designed by Dale Chihuly ("**Artist**") for installation at the Griffith Building, Art Gallery located at 216 East Main Street, Round Rock, TX 78664 (the "**Site**").
- B. Artist has proposed a design for the Artwork, as more fully identified in Exhibit A attached, and Client has accepted such proposal.
- C. Capitalized terms that are not defined in the body of this Agreement may be defined in the Terms and Conditions which are attached to this Agreement.

Accordingly, the parties agree as follows:

Agreement

- 1. **Commission.** Client hereby commissions a Chandelier measuring approximately 9'H x 6'W x 6'D, designed by the Artist (the "**Artwork**") for installation at the Site and Chihuly and Artist hereby accept such Commission under the terms of this Agreement.
- 2. **Chihuly Obligations.** Chihuly will perform in accordance with this Agreement and the attached Schedule 1, which is incorporated herein by reference.
- 3. **Client Obligations.** Client will perform in accordance with this Agreement and the attached Schedule 2, which is incorporated herein by reference.
- 4. **Pricing; Terms of Payment.**
 - 4.1. Client will make timely and complete payment to Chihuly for the Artwork, all installation work, shipping costs and other related costs as described in this Section 4, and all additional costs and adjustments for Change Orders as stated in the attached Terms and Conditions, which are incorporated herein by reference.
 - 4.2. The value of the Artwork is four hundred thousand US Dollars [USD \$400,000]. The purchase price of the Artwork is \$340,000. The total purchase price of the Artwork and installation is three hundred and sixty thousand US dollars [USD \$360,000] (the "**Total Purchase Price**"). Client will make payments to Chihuly in accordance with the terms of the Chihuly invoice which will be issued on the following schedule:
 - a) a deposit of one hundred and eighty thousand US dollars [USD \$180,000] (the "**Deposit**") upon signing this Agreement;
 - b) a payment of one hundred and forty-four thousand US dollars [USD \$144,000] within ten (10) days following the scheduled review date for the Mock-up; and

CHIHULY STUDIO

- c) the remaining balance of thirty-six thousand US dollars [USD \$36,000] upon completion of the installation of the Artwork at the Site.
- 4.3.** Shipping costs: (normally via surface freight unless Chihuly and Client determine timelines require air freight), together with any regulatory procedural expenses associated with shipping or export of the Artwork that are incurred by Chihuly are Client's responsibility and are not included in the Total Purchase Price; provided however, that Chihuly will be responsible for any additional shipping costs incurred as a result of a delay by Chihuly as set forth in Paragraph I(b)(i) of the Terms and Conditions. A written shipping estimate will be provided to Client. The costs described in this Section 4.3 are due and payable by Client when and as invoiced in writing by Chihuly.
- 4.4.** Without limiting Sections 4.3, the Total Purchase Price does not include, and Client will be solely responsible for any sales, value added or similar turnover taxes or charges applicable to the sale and purchase of the Artwork or delivery of the Artwork to Client. Chihuly will invoice Client for those taxes where Chihuly is required to collect or pay them to the applicable taxing authority, and such taxes shall be due and payable when and as invoiced in writing by Chihuly. Each party will be responsible for any taxes based on its net income.
- 4.5.** Change Order payment adjustments made pursuant to Paragraph I(c) of the Terms and Conditions, and items requested by Client (and agreed to by Chihuly) or identified herein as additional Client expenses in accordance with the Terms and Conditions, are due and payable by Client when and as invoiced in writing by Chihuly.
- 4.6.** There will be a four percent (4%) service charge to Client on all payments made by credit card. Wire instructions will be provided. To the extent any amount payable hereunder is not paid by Client within thirty (30) days of receipt by Client of a written invoice for such amount, such amount will accrue interest at a rate of one percent (1%) per month (12% per annum) until paid (or the maximum interest rate allowed by applicable law, whichever is lower).
- 4.7.** All references to dollar amount in this Agreement and in any invoices issued to Client are to U.S. Dollars.
- 5. Project Team and Authorized Representatives.** Client represents that Exhibit B accurately and completely sets forth: (a) the names, companies, and contact information for Client's employees, project managers, professional advisers, shipping agents or brokers, Site staff, and other agents who will be involved in carrying out Client's obligations under this Agreement (together, the "**Project Team**") and (b) the qualified professionals or project managers with authority to represent Client in connection with (i) this Agreement, (ii) executing Change Orders and other documents and (iii) approving schedule changes and extra costs ("**Authorized Representatives**").
- 6. Entire Agreement.** This Agreement, including the attached exhibits, the Terms and Conditions, and schedules, all of which are incorporated herein by reference, constitute the entire agreement between the parties and supersedes all prior oral and written understandings between the parties with respect to the subject matter of this Agreement.

signature page follows

The parties have executed this Agreement as of the Effective Date.

Chihuly, Inc.
dba Chihuly Studio

By: 
Marney Zellers
Chief Financial Officer

Client: City of Round Rock

By: _____
Name: Craig Morgan
Title: Mayor

Attn: Keri Schroeder
1111 NW 50th Street
Seattle, WA 98107
T: 206.781.8707
Email: keris@chihuly.com

221 East Main Street
Round Rock, TX 78664

T: 512-671-2705
Email: madams@roundrocktexas.gov

Exhibit A

(Images and drawings attached are not final representations of the Artwork
and actual color and form may vary)



Exhibit B

CLIENT'S PROJECT TEAM AND AUTHORIZED REPRESENTATIVES

<p>Name: Scot Wilkinson</p> <p>Company: City of Round Rock</p> <p>Cell Phone: 737-775-5669</p> <p>Email: swilkinson@roundrocktexas.gov</p>	<p>Title/Relationship: Director of Arts and Culture</p> <p>Office Phone: 512-671-2705</p> <p>Office Fax:</p>	<p>Initial to confirm</p> <p>this party is an Authorized Representative</p> <p>_____</p>
<p>Name: Sara Bustilloz</p> <p>Company: City of Round Rock</p> <p>Cell Phone:</p> <p>Email: sbustilloz@roundrocktexas.gov</p>	<p>Title/Relationship: Director of Communications</p> <p>Office Phone: 512-218-5447</p> <p>Office Fax:</p>	<p>Initial to confirm</p> <p>this party is an Authorized Representative</p> <p>_____</p>
<p>Name:</p> <p>Company:</p> <p>Cell Phone:</p> <p>Email:</p>	<p>Title/Relationship:</p> <p>Office Phone:</p> <p>Office Fax:</p>	<p>Initial to confirm</p> <p>this party is an Authorized Representative</p> <p>_____</p>
<p>Name:</p> <p>Company:</p> <p>Cell Phone:</p> <p>Email:</p>	<p>Title/Relationship:</p> <p>Office Phone:</p> <p>Office Fax:</p>	<p>Initial to confirm</p> <p>this party is an Authorized Representative</p> <p>_____</p>

Authorized Representatives are the qualified professionals or project managers with authority to represent Client in connection with (i) this Agreement, (ii) executing Change Orders and other documents, and (iii) approving schedule changes and extra costs. **Please note in particular those with authority to approve design or design changes.**

TERMS AND CONDITIONS

I. Schedule Changes; Change Orders.

(a) Site Visits. Pre-Installation site visit(s) will be scheduled if site conditions require a visit in Chihuly's professional judgement or at Client's request. If applicable, Client will pay Chihuly's out-of-pocket costs for up to two Chihuly representatives for Site visits (including without limitation coach class airfare, lodging, and meals or per diem).

(b) Rescheduling Costs.

(i) If the Confirmed Install Date is rescheduled due to Client request or Site conditions, Client will be responsible for all costs associated with rescheduling travel for the Chihuly team including airfare change fees, additional airfare costs, increased or additional hotel charges and automobile rentals and fees, and subcontractor and consultant charges, as well as all other incidental and consequential costs incurred by Chihuly. If the Confirmed Install Date is rescheduled due to a delay by Chihuly (and such delay is not due to a Client request, Site conditions, or a force majeure event), then Chihuly shall be responsible for all costs incurred by Chihuly in rescheduling the Confirmed Install Date.

(ii) If, due to Client request or Site conditions, the Confirmed Install Date is rescheduled within fourteen (14) days before the Confirmed Install Date, Client will pay Chihuly a rescheduling fee of five thousand US dollars (USD\$5,000) in addition to the costs described in Paragraph I(b)(i) above. Client will pay the rescheduling fee and costs prior to rescheduling the new Confirmed Install Date. Chihuly and Client will schedule a new Confirmed Install Date only after Client provides Chihuly with written confirmation and photographic evidence, as may be requested by Chihuly, that the Site is fully prepared and clean. Chihuly will exercise commercially reasonable efforts to mitigate any damages or costs incurred as a result of the rescheduling described herein.

(iii) Chihuly and Client will work together in good faith to select a mutually agreeable date for the Confirmed Install Date. Client waives any claims or damages due to Clients' request to reschedule the Confirmed Install Date.

(c) Change Orders. Chihuly will notify Client if any requested changes or Site conditions will affect Chihuly's work. If changes will result in an adjustment to the price or fees set forth in this Agreement, the parties will document such changes in a writing signed by Client or one of Client's Authorized Representatives ("**Change Orders**"). Any Change Orders or Client-caused schedule changes may require changes in Chihuly's schedule and the Confirmed Install Date, and Chihuly will notify Client of potential schedule changes when necessary.

II. Risk of Loss; Insurance. All risk of loss of the Artwork and its elements, including but not limited to damage, theft, or loss and all incidental and consequential damages, regardless of any negligence or fault of Chihuly or its agents or employee, will transfer from Chihuly to Client upon the earliest of delivery of the Artwork to the Site or Client's storage location, regardless of any negligence or fault of Chihuly or its agents or employees. Chihuly recommends Client obtain insurance against such loss or damage. If any element of the Artwork is damaged by Chihuly while the Chihuly team is installing the Artwork, Chihuly will replace the elements at its own cost. Title to the Artwork transfers to Client after Chihuly installs the Artwork at the Site and Chihuly receives full payment of all amounts due from the Client in accordance with the terms of this Agreement.

III. Warranty. Chihuly warrants to Client good, marketable title to the Artwork, free and clear of all liens, claims and encumbrances, reserving only those rights set forth below in Paragraph VII (Intellectual Property Rights). Chihuly warrants to Client that the

Artwork will be free of defects in materials and workmanship for a period of twelve (12) months from the date of installation of the Artwork at the Site ("**Warranty**"). Except for the foregoing warranty, Chihuly disclaims, and Client hereby waives, all other express and implied warranties, including statutory warranties, warranties of merchantability or warranties of fitness for a particular purpose, and warranties arising from course of performance, course of dealing, or usage of trade to the extent that such warranties may be waived by contract. The express Warranty relating to defects in materials and workmanship to the Artwork will be limited to the Artwork itself and will not include any warranty for defects in materials or workmanship at the point of connection of the Artwork to Client's existing architecture, which shall be the responsibility of Client. In addition, the express warranties relating to defects in materials and workmanship will be void (i) in the event the Artwork is disassembled, moved, or modified by anyone other than Chihuly and (ii) to the extent any failure of the Artwork is caused by or related, in whole or in part, to improper maintenance of the Artwork or failure of the Structural Support System (defined in Schedule 1). In the event of any breach of warranty due to a defect in materials or workmanship, Client's sole remedy will be the replacement of the defective element or Artwork by Chihuly.

IV. Release and Indemnification. Except for Chihuly's obligations under Paragraph III above (Warranty), and except to the proportional extent caused by Chihuly's negligence or willful misconduct, Client releases and agrees to defend, indemnify, and hold harmless Chihuly and its officers, directors, agents, employees, successors, and assigns from and against any claims, demands, settlements, judgments, liabilities, losses, suits, and expenses (whether arising by tort, statute, contract, or otherwise), including reasonable attorneys' fees (collectively "**Losses**"), arising out of or relating to the Artwork, the installation thereof, the conditions of the Site, any condition, failure of, defect in, or inadequacy of the structures at the Site or Client's written specifications, any condition, failure of, defect in, or inadequacy of the Structural Support System, any willful misconduct or negligent act or omission of Client, its officers, directors, agents, employees, contractors, architects and engineers, and/or any breach of this Agreement by Client. Client further releases and agrees to defend and indemnify Chihuly and its officers, directors, agents, employees, successors, and assigns from additional costs arising

out of or damage caused by penetrations, attachments, other work related to the preparation of the Site or Structural Support System for the Artwork's installation or any actions or inaction by Client's officers, directors, agents, employees, contractors, architects, or engineers directly affecting the Artwork, or any Special Conditions (defined in Schedule 2) at the Site. Client further waives any claims against Chihuly, its officers, directors, agents, employees, successors, and assigns, for diminution in value of the Artwork or any variation from the Artwork description in Exhibit A if such claim(s) arise out of Client's failure to fully and timely perform any of its obligations.

V. Confidentiality. Except as otherwise required by law, Client shall treat this Agreement and the terms contained herein, as well as any non-public data or information (whether oral or written) disclosed by Chihuly to Client (collectively, "**Confidential Information**"), as strictly confidential and shall not disclose or make available such Confidential Information to any third party without the prior written consent of Chihuly. Client shall not use any Confidential Information other than for the purpose of exercising its rights or performing its obligations under this Agreement. Notwithstanding the foregoing, Client may, on a strict need-to-know basis and subject to confidentiality obligations that are at least as restrictive as those in this Agreement (i) disclose the terms of this Agreement to its legal advisors, financial advisors, and Authorized Representatives, and (ii) provide Schedule 1 and Schedule 2 to its personnel involved with work arising out of or related to installation of the Artwork. For clarity, Confidential Information shall not include any information that is or becomes available to or generally known to the public (other than as a result of a disclosure, or any other act or omission, by Client in breach of this Agreement).

VI. Force Majeure. Chihuly will not be liable for any damages to any individual or entity, or deemed to be in default of this Agreement, for any delay or failure of performance under this Agreement or interruption of service resulting directly or indirectly from acts of nature, public health emergencies at the Site or in Seattle, civil or military authority, governmental acts, customs procedures and delays, orders or restrictions, acts of public enemy, war, riots, civil disturbances, terrorism, vandalism, accidents, fire, explosions, earthquakes, storms, floods, the elements, strikes, lockouts, labor disturbances, shortages of suitable materials, labor or

transportation, delays caused by suppliers, delays caused by contractors or sub-contractors, delays caused by public agencies such as permitting, delays caused by freight carriers, delays or damage caused by Client or its agents, or any other cause beyond Chihuly's reasonable control. In addition, Chihuly will not be liable for any damages to any individual or entity, or deemed to be in default of this Agreement, for any delay or failure of performance under this Agreement or interruption of service resulting directly or indirectly from delays or damages by Client or its agents. Chihuly will use commercially reasonable efforts to remove any *force majeure* causes and to resume performance when such causes are removed.

VII. Intellectual Property Rights; Rights Reserved. Chihuly reserves all intellectual property rights (copyright, trademark, etc.) in the Artwork in all jurisdictions. Image reproduction rights may be obtained through a separate license.

VIII. Acknowledgment of Artistic Process and Limitations of Proposal Imagery. Client understands and acknowledges that the Artwork's creation is subject to the nuances and limitations of an artistic process, including the chemistry of the glass and the glass-blowing and installation processes, and that digital imagery and drawings provided by Chihuly are also not exact representations of the Artwork. Therefore, Client agrees that the Artwork may vary from that which is conveyed in digital imagery and drawings.

IX. Breach; Termination.

(a) If Chihuly fails to perform any material provision of this Agreement (following written notice of such breach and a thirty (30) day opportunity to cure) at any time prior to the transfer of title in and to the Artwork to Client, then Chihuly will be in breach of this Agreement, and Client will be entitled to terminate this Agreement by written notice and withhold payment of any unpaid amounts otherwise due hereunder, and Chihuly will return to Client all payments received from Client, except to the extent of Chihuly's documented out of pocket costs.

(b) If Client cancels this Agreement or fails to perform any material provision of this Agreement at any time prior to the transfer of title in and to the Artwork to Client, including but not limited to any payment obligations (following written notice of such breach and thirty (30) days to cure), then Client will be in breach of this Agreement and Chihuly, without prejudice to any right or remedy available to Chihuly

under this Agreement or at law, may (a) terminate this Agreement by written notice, and (b) retain the Deposit received from Client and Chihuly's documented out of pocket costs as damages and not a penalty and return to Client any other payments received. Upon termination of the Agreement, Client will have no further claim to or right in the Artwork.

X. Miscellaneous.

(a) Amendment. This Agreement may be amended only by a writing signed by both parties.

(b) No Assignment. Except as otherwise provided in this Agreement, neither party may assign its obligations, duties, or rights voluntarily, involuntary, or by operation of law without the express written consent of the other party, and any attempt at assignment in the absence of such consent will be void. The foregoing notwithstanding, Chihuly may, without Client's consent, make such assignment to Artist or his immediate family, or any entity owned or controlled by Artist or his immediate family.

(c) Authority to Act. Each of the parties has caused this Agreement to be executed by the principal, or a duly authorized officer or employee, and this Agreement is a valid, legal and binding obligation of such party enforceable in accordance with its terms.

(d) Construction. Each of the parties has reviewed and examined this Agreement, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, its exhibits, or any amendments. This Agreement will be given a reasonable interpretation in accordance with the plain meaning of its terms.

(e) Applicable Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Washington without reference to the choice of law provisions thereof. The parties hereby submit to the jurisdiction of the federal and state courts sitting in Seattle, King County, Washington and agree to the exclusive jurisdiction of such courts for all purposes permitted under this Agreement, including entry of any injunctive relief, confirmation of any such award and entry of judgment thereon.

(f) Counterparts and Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instruments. The parties

agree that this Agreement may be executed by means of electronic signatures. Electronic documents, such as a facsimile or .PDF format files containing original or digitally authenticated signatures, shall be deemed equivalent to original documents.

(g) Notices. All notices, demands, requests, consents or other communications required or permitted under this Agreement will be in writing and will be delivered personally, or by facsimile, email, or other electronic means with confirmation for receipt, or by first-class U.S. mail, postage prepaid and addressed to the other party, at such party's address set forth below such party's signature to this Agreement, or as may be otherwise changed by notice sent in accordance with this Paragraph.

(h) Severability. If any term or provision of this Agreement is deemed illegal or invalid, it will not affect the remainder of the Agreement, and each such term or provision will be valid and enforceable to the fullest extent permitted by law.

(i) Successors and Assigns. Except as otherwise provided, this Agreement will be binding upon and inure to the benefit of the respective parties and their permitted assigns and successors in interest.

(j) Survival. The provisions of Sections 4 and 6 of the Agreement, and Paragraphs II through VII and IX through X of these Terms and Conditions, and any other obligations or duties of Client hereunder which by their nature extend beyond the termination of this Agreement, shall survive termination of this Agreement and remain in effect.

(k) Waiver. No failure by either party to insist upon strict performance of any provision herein shall be deemed a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default of the other party, and no waiver by any party of any right or remedy under this Agreement shall be effective unless made in writing, and each such written waiver shall be limited to the specific instance referred to in such writing.

(l). Costs and Expenses. Except as otherwise specifically provided in this Agreement, all fees, costs and expense incurred by the parties in negotiating, preparing or performing this Agreement shall be paid by the party incurring the same, including, without limitation, legal and accounting fees, costs and expenses.

Schedule 1
CHIHULY RESPONSIBILITIES

1. Designing the Artwork, including:

- (a) As determined by Chihuly, demonstrating the Artwork design to Client through line drawings, photomontage, photographs or glass samples; and
- (b) Initiating dialogue with Client or the Authorized Representatives regarding unique properties of the Artwork that may require special architectural, structural or lighting treatment.

2. Additional Artwork design consultation and related services, as determined by Chihuly and at Client's additional expense, including:

- (a) Visiting the Site to meet with Client or Client's Project Team to assess the Site;
- (b) If Client reasonably requests, providing architectural renderings, 3-D models, digital animations and other materials to demonstrate the Artwork design; and
- (c) If Client reasonably requests, providing photography of the Artwork in addition to that required for Chihuly's internal record keeping purposes.

3. Creating the Artwork, including:

- (a) Creating the structural components and elements of the Artwork; and
- (b) Completing the Artwork or a portion thereof (in Chihuly's sole discretion) at Chihuly Studio ("Mock-up"), for Client review.

4. Coordinating with Client, including:

- (a) Establishing a mutually acceptable date for Client's review of the Mock-up; and
- (b) Confirming in writing the mutually agreed Install Date ("Confirmed Install Date") at least 30 days in advance.

5. Installing the Artwork, including:

- (a) Coordinating with Client or Client's contractor, including: (i) providing documents and technical drawings that illustrate the proposed placement of the Artwork and anticipated attachment methodology, (ii) providing a guidance drawing ("SSS Guidance Drawing") intended to inform Client's contractor for installation of an appropriate structural support system for the Artwork ("Structural Support System"), and (iii) reviewing Client's preliminary design of the Structural Support System for any changes from the SSS Guidance Drawing, and any resulting changes required in the Artwork. For the

avoidance of doubt, the SSS Drawings are not intended to cover the materials used in connection with the installation of the Structural Support System;

- (b) Coordinating with Client or Client's lighting designer or electrical contractor, including: (i) providing documents and technical drawings that illustrate the proposed placement of the Artwork, and (ii) providing one suggested lighting plan with cut sheets intended to assist Client's lighting designer or electrical contractor in the selection and placement of lighting hardware and lamps for illuminating the Artwork;

- (c) Coordinating shipping documents with Client or Client's shipping agent or broker, including: (i) providing an estimated shipping volume and weight after the Mock-up is completed, and (ii) providing a preliminary shipping manifest no less than seven days prior to the Confirmed Install Date;

- (d) Packing the Artwork for shipment, and coordinating shipment of the Artwork to the Site or other designated location as mutually agreed upon with Client or Client's shipping agent or broker;

- (e) If determined necessary by Chihuly, additional elements may be included in the shipment to allow for flexibility in the Artwork composition on Site, and to accommodate for potential breakage during shipping. Any elements not incorporated by Chihuly into the Artwork will remain the property of Chihuly and will be returned to Chihuly at Chihuly's expense;

- (f) In advance of the Confirmed Install Date, providing a final list and specifications of equipment or scaffolding, floor protection, staging space, support personnel, security and other related installation supplies or materials to be provided by Client; and

- (g) Providing, coordinating and supervising the installation of the Artwork on Site after Client has completed all construction and preparation of the Site in accordance with Client's responsibilities set forth in Schedule 2.

Schedule 2
CLIENT RESPONSIBILITIES

1. Identifying the Site and location for the Artwork, and providing Chihuly with accurate and reliable information about the Site, including:

- (a)** Providing photographs, blueprints, or professionally-generated dimensional drawings, structural drawings, electrical and lighting plans, and other technical documents when and as requested, and in such format as specified, by Chihuly; and
- (b)** Identifying to Chihuly in writing any special conditions and providing samples of special finishes at the Site, including but not limited to special wall or ceiling finishes (Venetian plaster, wallpaper, etc.) or other conditions (radiant heat, etc.), or water or chemical environments, which may affect Chihuly's design, creation or installation of the Artwork (such special conditions, special finishes, wall and ceiling finishes, water or chemical environments, and other conditions referred to herein as "**Special Conditions**").

2. Coordinating with Chihuly, including:

- (a)** Establishing the date for the review of the Mock-up;
- (b)** Confirming in writing at least 30 days in advance, the Confirmed Install Date; and
- (c)** Identifying to Chihuly at least 30 days before the Confirmed Install Date any limitations on or potential interference with Chihuly's performance hereunder, including holidays, events, daily work schedules, access to the Site, and any other impediments or cultural considerations that may affect Chihuly's performance.

3. Preparing the Site in accordance with this Agreement, including:

- (a)** Obtaining any required building or other permits;
- (b)** Providing to Chihuly for review the preliminary design of a Structural Support System which conforms with the SSS Guidance Drawing and all applicable local building codes;
- (c)** Based on Chihuly's comments on the preliminary design, completing a final design of the Structural Support System and providing to Chihuly a hard copy of the design drawing prepared and stamped by a qualified professional engineer ("**Final SSS Design**"), with corresponding calculations;
- (d)** Installing, using competent workers and complying with the highest standards of the building industry, the Structural Support System in accordance with the Final SSS Design received by Chihuly, and

notifying Chihuly immediately of any variations between the Final SSS Design and the as-built Structural Support System;

(e) As requested by Chihuly, and at Client's expense, timely conducting an inspection and certification of the as-built Structural Support System, and providing to Chihuly an up-to-date, hard copy of the report or drawings verifying the load capacity and suitability of the Structural Support System stamped by a qualified professional engineer;

(f) Based on Chihuly's suggested lighting plan, installing light fixtures and lamps for the Artwork, and completing the electrical wiring of lights, all in a manner that provides a safe and adequate electricity supply, so that the lighting is fully functional prior to arrival of Chihuly for installation of the Artwork.

(g) Providing Chihuly with the as-built lighting design, including but not limited to a reflected ceiling plan which illustrates the location, quantity and type of light fixtures and lamps;

(h) Confirming that no other trades, workers or others who are not essential to the installation of the Artwork will be present at the time of Chihuly's installation, and that the immediate installation area, adjacent staging space and all thoroughfares between these spaces and the storage space or delivery area are free and clear of debris, dust and obstructions; and

(i) Providing written confirmation and photographic evidence, as requested by Chihuly, that the Site preparation is complete.

4. Assisting Chihuly in the installation process, including, on a timely basis:

(a) Obtaining necessary work permits and Site access or security clearance for Chihuly's team in compliance with applicable Site rules and law;

(b) Unloading the shipment of Artwork from the delivery truck and transporting containers to the Site or storage area, as instructed by Chihuly;

(c) Providing secure, dry, pest-free storage for the Artwork elements and shipping boxes as required by Chihuly, and disposing of or recycling empty shipping containers and materials, if and when released by Chihuly;

(d) Providing equipment or scaffolding, floor protection, staging space, support personnel, security and other related installation supplies or materials as specified by Chihuly, conforming to OSHA regulations and state or local standards, to be on Site and fully ready for use at least one day prior to the Confirmed Install Date; and

(e) Providing specialty contractors to address Special Conditions. Chihuly will not be responsible for additional costs or damage due to any Special

Conditions, and Client will execute special condition requirements at Client's risk and expense, to be completed on a schedule determined by Chihuly.