

**AGREEMENT FOR ARTWORK INSTALLATION AND GRANT
REIMBURSEMENT BETWEEN THE CITY OF COLLINSVILLE, GREAT
RIVERS AND ROUTES TOURISM BUREAU, AND
YOUR-TYPE 3D EVENT LETTERS**

This Agreement is entered into with the effective date of _____, 2026 by and between the following parties:

- A. **City of Collinsville** (hereinafter the “City”), an Illinois municipal corporation with its principal address at 125 South Center Street, Collinsville, Illinois 62234.
- B. **Great Rivers and Routes Tourism Bureau** (hereinafter the “Tourism Bureau”), with its principal address at 200 Piasa Street, Alton, Illinois 62002;
- C. **Your-Type 3D Event Letters** (hereinafter the “Artist”), residing at 4970 Service Drive, Winona, MN 55987.

RECITALS

WHEREAS, the Great Rivers and Routes Tourism Bureau has made grant funds available to the City for the purpose of developing an Uptown/Route 66 Area Artwork Program to promote tourism;

WHEREAS, the City, Tourism Bureau, and Artist (hereinafter collectively referred to as “Parties”) desire to execute an agreement establishing the Parties’ rights and responsibilities with respect to the installation, maintenance, and ownership of the Artwork located along or near the Route 66 Area, as specifically described below;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Artwork

The Artwork shall be defined as two (2) separate builds of 3Dimensional fabricated sculpture pieces, materials for and the renderings of which are provided for in Exhibit A attached hereto.

2. Responsibilities of the Tourism Bureau

- a. The Tourism Bureau agrees to provide a Grant in the amount of \$100,000.00 (the “Grant Amount”) to the City for the purpose of commissioning the Artwork. The Tourism Bureau shall reimburse the Grant Amount to the City in one lump sum payment within 60 days of the City issuing the final payment to the Artist.

- b. The Tourism Bureau shall have no responsibility for oversight of the Artist or the Artwork and is not a party to any contractual relationship between the City and the Artist beyond the terms set forth in this Agreement.

3. Responsibilities of the City

- a. The City shall use the Grant solely for the purpose of hiring the Artist, commissioning the Artwork, and other matters related thereto.
- b. The City shall review and approve the Artist's preliminary design (the "Preliminary Design") before any work commences or payment is made.
- c. The City shall pay the Artist in three installments as follows:
 - i. A deposit of \$25,000.00 upon this Agreement being fully executed by all parties and delivered to the City;
 - ii. A payment of \$25,000.00 upon the City's approval in writing of the Preliminary Design to include all front graphics, colors, and details of the Artwork;
 - iii. The sum of \$25,000.00 upon the Artist's delivery and installation of the Artwork; and
 - iv. The balance of \$25,000.00 within twenty-one (21) days the installation of the Artwork.
- d. The City shall have the right to review and grant final approval of the completed Artwork prior to releasing the final payment.

4. Responsibilities of the Artist

- a. The Artist shall provide the Preliminary Design to the City for review and approval prior to commencing work on the Artwork to be installed on the Property.
- b. The Artist agrees to design, sculpt, and install the Artwork at the Property in accordance with the City approved Preliminary Design, as bases upon the attached Exhibit A.
- c. The Artist shall complete the Artwork based on the following schedule:
 - a. April 17, 2026: All front graphics/colors/details approved/finalized
 - b. May 8, 2026: All back information/graphics/colors/details approved/finalized
 - c. June 5, 2026: Delivery/installation started/completed based on weather
 - d. June 30th: Project closeout
- d. The location(s) for the Artwork shall be as determined by the City and directed to the Artist.
- e. The Artist shall provide all materials, equipment, and labor necessary to complete the Artwork, unless otherwise agreed in writing by the City.
- f. Representing and warranting that the Artwork is the sole work of the Artist and does not infringe on the intellectual property rights of any third parties. Artist agrees to indemnify and defend the City and Tourism Bureau against any claims brought against those parties alleging that the Artwork infringes the intellectual property rights of any third parties.

- g. Execution and delivery of Exhibit B (Artist's Release of Liability and Hold Harmless), attached hereto.
- h. Artist shall provide proof of insurance as defined in Section 7 below.
- i. Artist shall provide a valid W-9 to the City.

5. Intellectual Property and Usage Rights

The Artist grants the Municipality and the Tourism Bureau a perpetual, royalty-free license to photograph, reproduce, copy, and publicly display images of the Artwork for commercial and non-commercial purposes, including promotional and educational uses. The Artist further covenants to cooperate, in any action brought by the City or Tourism Bureau to protect the rights herein conveyed.

6. Independent Contractor

Artist is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent or servant of the City or Tourism Bureau. All persons engaged in any of the work or services performed by or for Artist pursuant to this Agreement shall at all times, and in all places, be subject to Artist's direction, supervision, and control as an employee or agent of Artist. Artist shall exercise control over the means and manner in which its employees perform the work, and in all respects, Artist's relationship, and the relationship of its employees to City or Tourism Bureau shall be that of an independent contractor and not as employees or agents of City or Tourism Bureau. Services performed by Artist pursuant to this Agreement are solely for the benefit of City or Tourism Bureau. Nothing contained in this Agreement creates any duties on the part of Artist toward any other party.

7. Insurance

Artist shall have and maintain in full force and effect the following insurance during and throughout the Term of this Agreement and shall furnish to City or Tourism Bureau, Certificates of Insurance documenting that insurance coverage has been obtained by Artist which meets the following requirements:

- a. Workers' Compensation. Artist shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Illinois law and Federal Law. The insurance policy must include Employer' Liability with a limit of no less than the following: \$100,000 for each accident, \$100,000 for each employee, and \$500,000 for disease.
- b. Commercial General Liability. Occurrence Form Required: Artist shall have and maintain commercial general liability (CGL insurance with limits of not less than \$1,000,000 each occurrence. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property

damage and property damage resulting from explosion, personal injury, and advertising injury.

Additional Requirements:

Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by City before commencement of any work activities. The formal insurance certificates shall include City or Tourism Bureau, their, agents, employees, and volunteers as "Additional Insureds" for claims caused by the negligent acts or omissions of Artist.

8. Indemnification

Each party agrees to indemnify and hold harmless the other parties from and against any and all claims, liabilities, damages, or expenses arising from the negligent or intentional acts or omissions of the indemnifying party in connection with this Agreement.

9. Risk of Loss

Upon commencement of painting the Artwork until final approval, Artist shall have all risk of loss or damage to the painting until the painting is received and accepted by City or Tourism Bureau. The Artist shall devise and erect sufficient means for the protection and security of the Artwork during the painting process.

10. Third Party Beneficiaries

Neither City, Tourism Bureau, nor Artist, shall be obligated or liable to any person, organization, or entity other than the other parties hereto. No provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

11. Notices

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given by way of electronic mail or facsimile, or if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and to the mailing or electronic mailing addresses set forth in the signature block of this Agreement.

12. Assignment

This Agreement may not be assigned by Artist to any other person or entity without the prior written consent of the City.

13. Severability

To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Entire Agreement

This Agreement is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements, and representations.

15. Amendment or Waiver

This Agreement may be changed, discharged, or terminated only by writing signed by all parties hereto. No waiver of any provision of or performance, right or obligation under this Agreement shall be valid except when delivered to the other party to this Agreement pursuant to the provisions of this Agreement. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

16. Mediation

The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between or among them prior to and as a prerequisite of a party filing a legal proceeding in an Illinois court of competent jurisdiction, unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy.

17. Governing Law

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Illinois without giving effect to the conflict of laws principles thereof. Venue of any litigation shall be exclusively in the Circuit Court of Madison County, Illinois.

18. Termination

- a. This Agreement may be terminated by mutual written consent of all parties.
- b. The City may terminate this Agreement if the Artist fails to deliver the Artwork in accordance with the approved Preliminary Design or by the agreed deadline, provided that the Artist is given written notice and an opportunity to cure any deficiencies within a reasonable period.

19. Binding Affect

All of the terms of this Agreement, and as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective agents, heirs, successors in interest and assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement and agreed to the effective date as of the date first written above.

**GREAT RIVERS & ROUTES
TOURISM BUREAU**
220 Piasa Street
Alton, IL 62002
cjobe@riversandroutes.com

**THE ARTIST
YOUR-TYPE 3D EVENT LETTERS**
4970 Service Drive
Winona, MN 55987

By: _____
Cory M Jobe

By: _____
Todd Hoffman

Title: President & CEO

Title: Artist

Date: _____, 2026

Date: _____, 2026

THE CITY
Derek Jackson, City Manager
125 South Center Street
Collinsville, IL 62234
djackson@collinsvilleil.org

By: _____
Derek Jackson

Title: City Manager

Date: _____, 2026

EXHIBIT A
[Rendering of the Artwork]

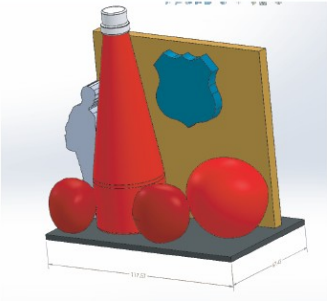
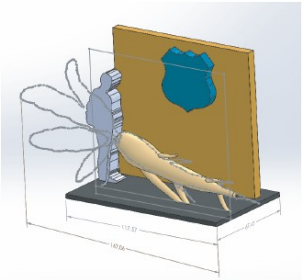
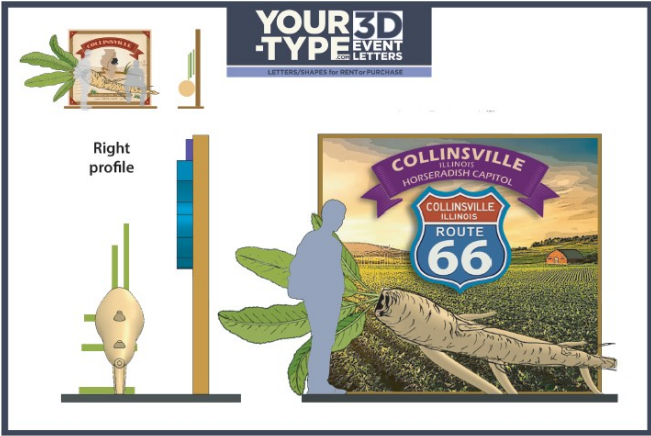


EXHIBIT B

Artist’s Release of Liability and Hold Harmless

In consideration of my participation in the painting of the Artwork as provided for in this Agreement, the undersigned Artist agrees as follows:

1. I understand that my performance of services in the Project may include, without limitation, the following risks, and hazards: outdoor activities in the public right-of-way, use of tools or equipment, exposure to paint and/or other chemicals and physical exertion, any of which may result in damage to property, bodily injury, or death. I am aware of the risks and hazards inherent in providing services for the Project and recognize those risks and hazards.

2. On behalf of myself, my successors, heirs, executors, administrators, personal representatives and assigns, I hereby release the City of Collinsville and Great Rivers & Routes Tourism Bureau, and their officers, employees, volunteers, and agents (collectively, “Releasees”) from any and all liability for any and all claims and causes of action which I may hereafter have on account of any and all injuries and/or damage that I may sustain, or any loss of any other sort, arising out of or relating to my engagement in or attendance at the Artwork project, or incidental thereto, whether caused by the negligence of the Releasees or any other person.

3. In addition, I covenant and agree to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from my work in the Project, whether such liability, claims, demands, or actions are the result of the negligence of the Releasees or any other person. This waiver, release, discharge, indemnification and hold harmless shall not be applicable to actions constituting gross negligence, recklessness, or willful and wanton behavior on the part of the Releasees. This release of liability and hold harmless agreement shall be binding upon me, my successors, heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releasees and their successors and assigns.

4. I hereby agree to indemnify the Releasees and to assume and be responsible for all harm, injury or damage caused by me or my contractors, agents, assigns or successors in interest to any of the Releasees, the Releasees’ property or equipment, other persons or other personal property used in conjunction with the Artwork project.

Todd Hoffman, Artist

Signature: _____

Dated: _____, 2026