

**VISIT OKLAHOMA CITY & CITY OF OKLAHOMA CITY**  
**PUBLIC ART COMMISSION AGREEMENT**

PROJECT: Iconic Oklahoma City Visitor Experience in Bricktown Entertainment District

THIS AGREEMENT, made and entered into this 25TH day of MARCH 2025, by and between the Greater Oklahoma City Chamber of Commerce, Inc. d/b/a Visit Oklahoma City (hereinafter called “Visit OKC”), the City of Oklahoma City (hereinafter called “City”), and artist Creative Machines (hereinafter called “Artist”) for the design, fabrication, delivery, and installation of an interactive sculpture titled *Cloud Embrace* at the United Way Plaza in Bricktown (hereinafter called the “Work”).

WHEREAS, Artist was selected pursuant to a competitive process by Visit OKC for the design, fabrication, delivery, and installation of the Work at the location described in Exhibit A (hereinafter the “Location”) and Artist is willing to provide such services and the Work as set forth herein; and

WHEREAS, Visit OKC desires to contract with Artist for the design, fabrication, delivery, and installation of the Work whereby the City will oversee the Artist’s Work and services and, upon approval by the City, Visit OKC shall pay Artist upon completion of certain milestones, in each case, on such terms and conditions as hereinafter follow; and

WHEREAS, the Work represents the creative talents of the Artist and satisfies the specifications of the Visit OKC and the City, and all parties hereto acknowledge they must consult closely to accomplish installation of the Work that is the goal of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, Visit OKC, the City and Artist agree as follows:

## **SECTION I: ARTIST'S SERVICES**

Artist's design, fabrication, delivery, and installation of the Work (hereinafter, collectively referred to as "Services") shall reflect concepts and designs as depicted in the Artist's Conceptual Design Report and recommended by the Selection Committee and the Oklahoma City Arts Commission, which concepts and designs are set forth in Exhibit B, attached hereto and made a part of this Agreement. Artist may discuss the Work or Services with various departments of the City, but all authorizations required hereunder or otherwise must be obtained by Artist from the Arts Program Planner for the City, or his or her designee, (hereinafter, "Arts Planner"). The Arts Planner shall authorize all specific direction or responses to all requests of the Artist. Artist shall be responsible for the Services and for all expenses associated with the same, including but not limited to, all supplies, materials, equipment, engineering, insurance, subcontracting costs, rental, delivery costs, applying for and obtaining a building permit, and other requirements necessary or related to the Services, Work, or performance by Artist hereunder. Artist shall design, fabricate, deliver, and install the Work to conform to the requirements of all City and State of Oklahoma laws, ordinances, codes, regulations, and requirements. If requested, Artist shall assist in filing any documents required to secure applicable legal authorizations or approval of any governmental authorities having jurisdiction over the Services or Work.

### **A. Commencement and Rendering of Services for Completion of Work**

1. Work shall commence upon Artist's receipt of (a) a fully executed copy of this Agreement and (b) a written Notice to Proceed authorized by the Arts Planner.
2. Artist shall design, fabricate, deliver, and install the Work as illustrated and described in Exhibit B. In addition, Artist shall design, create, deliver, and install an appropriate

art identification marker, which shall be developed in accordance with current standards of the City and Visit OKC and as promulgated by the Oklahoma City Arts Commission.

3. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof, unless Artist has obtained the Arts Planner's prior, written consent for the same. For any such request, Artist shall identify the material or finish at issue and actions to be taken to minimize the hazard.
4. During the term of this Agreement, Artist shall send a monthly Progress Report ("Report") on or by the 5th business day of each month to [arts@okc.gov](mailto:arts@okc.gov). Reports must provide adequate verifiable detail to ensure that development of the Work is progressing according to the agreed Project Schedule, including but not limited to quotes, invoices received, and invoices paid. During fabrication, Artist shall include images of fabrication with the monthly Report. Reports shall be used by the Arts Planner to determine whether milestones are satisfied and complete. Once fabrication of the Work is completed, Artist shall submit a Final Report to the Arts Planner certifying that the Work is complete.
5. Upon receiving confirmation from the Arts Planner that a particular milestone has been satisfied, Visit OKC shall process payment applicable to such milestone and in accordance with the milestone and payment schedule.

B. Completion of Design; Drawings and Specifications

1. Artist shall prepare drawing and specifications of the Work to the satisfaction of the City, according to recommendations made by the Selection Committee and/or Visit

OKC. To the extent Artist requires additional information from Visit OKC or the Arts Planner on behalf of the City, Artist shall request the same in writing.

2. As part of the drawings and specifications required from Artist, Artist will supply loads and reactions in the form of drawing and calculations by an OK-licensed structural engineer. Artist will review footing plans provided by City and design artwork to work with footing by City. All engineering drawings submitted by Artist for review must be signed and stamped by an engineer licensed in the State of Oklahoma.
3. Artist or his/her appointed representative(s) shall coordinate with the Arts Planner and travel to the Location as often as necessary to verify measurements, siting requirements, and conditions of the Location of the Work.
4. Artist acknowledges that drawings, specifications, and other information may be required to complete the Services and Work, whether for permitting purposes, City review or otherwise. Any such information shall be requested from Artist in writing and Artist shall have thirty (30) days from receipt of such requests to provide the requested information.
5. Upon review and approval by the City Engineer of all engineering plans and other designs and specifications, Artist may begin fabrication of the Work.

C. Delivery and Installation Phase

1. The Work shall not be delivered to the Location until Artist has received written authorization from the Arts Planner that the specific installation plans submitted by Artist have been approved by the City, which authorization shall not be unreasonably withheld.

2. Artist shall install the Work at the Location in Exhibit A. Artist shall be responsible for all expenses, labor and equipment involved with the installation of the Work.
3. All risk of destruction of, or damage to, the Work or any part thereof from any cause whatsoever shall be the responsibility of Artist until final acceptance of the Work is authorized by the Arts Planner in writing. It is hereby specifically agreed that the risk of loss or damage shall be borne by the City prior to final acceptance of the Work during such period of time, if ever, as the partially or wholly completed Work is in custody, control or supervision of the City or its agents. Artist shall provide the Arts Planner with at least a thirty (30) day written notice of the proposed date of completion.
4. Arrangements for access to the Location for installation shall be as authorized through the Arts Planner, and access thereto shall not be scheduled until Arts Planner has received from Artist a Certificate of Insurance as required under Section X of this Agreement. Upon prior arrangement, access by Artist may be scheduled for weekends and evenings as well as during normal business hours, as authorized by the Arts Planner.
5. Artist shall notify the Arts Planner in writing when the Work is completed, and all services have been completed, to secure final acceptance by City.
6. The anticipated Project Schedule up to and including completion of the Work is provided in Exhibit C, attached to and made a part of this Agreement.
7. A Preliminary Maintenance Plan is attached as Exhibit D to this Agreement. Artist shall provide a detailed final Maintenance Plan for the Work. Since the final

Maintenance Plan is subject to change based on finalized construction methods and/or material selection, it shall be submitted by Artist within no later than 30 days following final acceptance of the Work by the City and Arts Planner, and prior to final payment under this Agreement.

## Section II-CITY'S RESPONSIBILITY

- A. City shall provide all available information, including requirements and specifications, for the Location of the Work shown on Exhibit A. All specifications shall be provided as authorized through the Arts Planner.
- B. City shall examine materials and information submitted by the Artist and promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Work unless City must rely on a third-party conservator or other expert for decisions. The City's response to Artist's written request(s) for information or decisions related to the Work shall be made in writing as soon as reasonably possible.
- C. City shall provide final acceptance of the Work to be effective as of the later to occur of (1) the date of the City's notification of final acceptance; or (2) the 30<sup>th</sup> day after the Artist has sent written notice to the Arts Planner as required under Section I.D.5., unless the Arts Planner, upon receipt of such notice and prior to the expiration of the 30-day period, gives written notice to the Artist specifying and describing the Services which have not been satisfactorily completed.
- D. Upon Artist's request, City shall provide technical assistance and recommendations to Artist, through the Arts Planner, to secure all required reviews, licenses and similar legal

authorizations, and permitting for the Work as may be necessary for the installation and maintenance of the Work at the Location until final acceptance by City.

### Section III-COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by Visit OKC and the City, payments shall be made to Artist in full consideration of the Services and Work as described in the Compensation and Payment Schedule, attached hereto as Exhibit E, and in accordance with the terms of this Agreement.
- B. All requests for payment shall be submitted by Artist to a liaison designated by Visit OKC for Visit OKC and City review and approval, and such requests for payment shall be in accordance with Requests for Payment, attached to this Agreement at Exhibit F.
- C. Notwithstanding anything herein or otherwise, in no event shall the City be liable for payments due Artist hereunder.

### Section IV-TERMINATION OF AGREEMENT

If any party to this Agreement fails to perform its obligations under this Agreement in a timely manner, or otherwise commits an event of default hereunder, then any other party hereto shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party by certified mail, return receipt requested, or sending an email confirmed by a response from the recipient, of said other party's intent to terminate this Agreement, in writing and specifying the grounds for the termination ("Termination Notice"). The defaulting party shall have thirty (30) days after receipt of a Termination Notice to cure the default described in the Termination Notice. If the default is not cured, then this Agreement shall terminate without further required action of the party giving notice, provided notice of default has been provided as described

in this paragraph. Visit OKC or City may also terminate this Agreement at any time, for convenience, when it is in the best interest of Visit OKC or City to do so, and such termination shall be effectuated via written notice to Artist.

A. Termination by Artist

If this Agreement is terminated by Artist before installation of the Work, Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work by Artist, for Artist's own use without restrictions. In the event of any other termination by Artist for breach, the City and Visit OKC shall be permitted to finish or contract with others to complete installation of the Work at the Location and maintain the Work at the Location (or another, if and as necessary) as contemplated hereunder, in each case, as the City and Visit OKC see fit, subject to the rights and licenses under Section XI. Nothing in this section shall prevent Visit OKC or the City from pursuing a remedy otherwise available to it in law or equity.

B. Termination by Visit OKC or City

1. In the event this Agreement is terminated by Visit OKC or City for convenience,
  - (a) Artist shall be paid an amount equal to the percentage of the Work done at the time the Agreement is terminated, as determined by the Compensation and Pay Schedule Set forth in Exhibit E, unless such payments in addition to payments previously made to Artist exceed the total amount due to Artist, in which case Artist shall be paid the difference, and
  - (b) Artist shall retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions.



2. In the event this Agreement is terminated by Visit OKC or City for fault or breach on the part of Artist, (a) Artist shall refund to Visit OKC all monies paid to Artist under this Agreement, and (b) Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions.
3. In the event this Agreement is terminated under Section V(Q) before installation of the Work is complete, (a) Artist shall be paid an amount equal to the percentage of the Work done at the time the Agreement is terminated, as determined by the Compensation and Pay Schedule Set forth in Exhibit E, unless such payments in addition to payments previously made to Artist exceed the total amount due to Artist, in which case Artist shall be paid the difference, and (b) Artist shall retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions.
4. In the event this Agreement is terminated under Section V(Q) after installation of the Work is complete, Visit OKC and City may agree on a new location for the Work and the terms and conditions by which the Work shall be relocated, for which Artist has no right of pre-approval and for which the City and Visit OKC have no obligation to seek Artist's prior consent, which relocation is subject to the surviving rights and obligations hereunder, including those under Section XI.
5. Nothing in this section shall prevent Visit OKC or City from pursuing a remedy otherwise available to it in law or equity.

## Section V-GENERAL CONDITIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- B. The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto, in writing signed by both parties.
- C. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Artist without the prior written consent and approval of City and Visit OKC.
- D. Death of the Artist or closure of Artist's studio shall terminate this Agreement. Visit OKC shall be entitled to the Work in whatever form it exists at that time, and the Work and all intellectual property therein shall be solely and exclusively owned by Visit OKC.
- E. Nothing contained in the terms of this Agreement shall create any third party beneficiaries or give to any third parties any claim or right of action against Visit OKC or City, including any creditors or survivors of Artist.
- F. Artist shall protect Location property and City structures, including but not limited to buildings, roads, public streets, sidewalks, parking lots, and landscape elements from paint, dust, dirt, rubbish, or other nuisance arising out of Artist's operations or storage practices.

The repair of or compensation for damage to City property due to negligence or lack of adequate protection on the part of Artist shall be borne by Artist, at no cost to Visit OKC or the City.

- G. Artist shall perform no construction operations of any nature on, over, or across the subject premises, except such construction operations as are specifically authorized in Artist's plans or specifications, or as otherwise authorized in writing by Arts Planner.
- H. Artist shall comply with all applicable laws, statutes, ordinances, regulations, and administrative requirements, including but not limited to safety and engineering regulations and requirements of the City of OKC.
- I. Immediately following completion of the installation of the Work, Artist shall remove from Location all equipment, either brought to the site by Artist, or on Artist's behalf, as well as any waste materials not previously disposed of, leaving Location thoroughly clean and ready for Visit OKC and the City's final inspection.
- J. Artist's installation (and worker safety for the same and other Services) shall comply with all applicable Oklahoma laws and regulations related to such work.
- K. Artist shall be responsible for all mailing, shipping, transportation, and travel expenses required under this Agreement, and all Federal and State income taxes on the total compensation from this Agreement, as well as any State and City sales tax which may be required.
- L. Artist, and all agents and employees of Artist, shall observe and comply with all prevailing Federal, State and City laws, ordinances, regulations, and requirements, which in any way affect or pertain to Services or Work under this Agreement.

- M. Artist agrees, in connection with the performance of work under this Agreement, that Artist will not unlawfully discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. Artist shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Artist agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk setting forth the provisions of this section. Artist agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract. In the event of the Artist's non-compliance with the above non-discrimination clause, this Agreement may be canceled or terminated by the City. Artist may be declared by the City ineligible for further Agreement with the City until satisfactory proof of intent to comply is made by the Artist.
- N. Artist represents and warrants that Artist has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids of the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof. Artist further states that Artist has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City official, City employee or

City agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Artist or City official, City employee or City agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. Artist states that Artist has not paid, given or donated or agreed to pay, give or donate to any City official, officer or employee of the City or Visit OKC, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this project.

- O. Prior to beginning the Work, Artist shall furnish to the Arts Planner for approval any names of collaborators, makers, or fabricators to be used on the Work. Any subsequent changes are subject to the prior written approval of the Arts Planner.
- P. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement or interpretation of this Agreement or any provision hereof shall be instituted exclusively in the courts of the State of Oklahoma, sitting in Oklahoma City.
- Q. It is mutually understood and agreed that this Agreement and all rights and obligations hereunder are subject to the Reciprocal Easement Agreement for the Bricktown Entertainment Center, which was approved by City resolution dated August 9, 2000, as amended from time to time (the "Easement Agreement"). In the event of a conflict between the Easement Agreement with the terms hereunder or performance hereunder, the Easement Agreement shall control. Should the Easement Agreement expire or terminate or should performance hereunder be made impossible or impracticable as a result of the

Easement Agreement or performance thereof, (a) the City and/or Visit OKC may terminate this Agreement without penalty upon ten (10) days' notice to the other parties; or (b) the City and Visit OKC shall mutually agree on a new location for the Work and the terms and conditions by which the Work shall be relocated, for which Artist has no right of pre-approval and for which the City and Visit OKC have no obligation to seek Artist's prior consent, which relocation is subject to the surviving rights and obligations hereunder, including those under Section XI.

- R. All rights and obligations hereunder which, by their nature or by the terms hereof, should survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement, including (without limitation) those under Section VIII and XI.

#### Section VI-NOTIFICATION

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and written receipt, if delivered personally, or if sent by email confirmed by a written response from the recipient, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

If to the Arts Planner, to:

Arts Planner, Office of Arts & Cultural Affairs  
Oklahoma City Planning Department  
420 W. Main, 9<sup>th</sup> Floor  
Oklahoma City, OK 73102  
[arts@okc.gov](mailto:arts@okc.gov)

If to the City, to:

City Clerk  
The City of Oklahoma City  
200 N. Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[cityclerk@okc.gov](mailto:cityclerk@okc.gov)

If to the Artist, to:

Joseph O'Connell  
Creative Machines Inc.  
4141 East Irvington Road  
Tucson, AZ 85714  
[joconnell@creativemachines.com](mailto:joconnell@creativemachines.com)

If to Visit OKC, to:

Lindsay Vidrine  
123 Park Ave.  
Oklahoma City, OK 73102  
[lvidrine@visitokc.com](mailto:lvidrine@visitokc.com)

## Section VII-INDEMNIFICATION

Artist agrees to release, to defend, to indemnify and to hold harmless Visit OKC, City and their respective officers, agents, and employees, from and against all claims, costs and damages, suits, expenses, liability, actions or procedures of any kind or nature whatsoever arising out of Artist's breach of this Agreement or acts or omissions by or on behalf of Artist under this Agreement.

## Section VIII-ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Artist warrants that the Work will, be free of defects in workmanship or materials, including inherent vice, and that Artist will at Artist's own expense, promptly remedy any defects that arise within a period of three (3) years from the date the Work is finally accepted by City, except for unforeseen changes in environmental conditions or changes to the Location by City or by third parties affecting the Work site (including but not limited to, damage by car or other vehicle or equipment, intentional vandalism, tornado, windblown objects and hail). Artist further warrants that the Work will not require maintenance substantially more than that described in the recommendations provided by Artist to the City, beginning the date the Work is finally

accepted by City. “Inherent vice” as used herein refers to a quality within the material or materials that comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. The City agrees that it will exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the work.

- B. Title. Artist warrants that the Work is solely the result of the artistic efforts of Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type.
- C. Unique. Artist warrants that the Work is unique and does not and will not when installed infringe upon any copyright or other right of a third party, and that Artist has not, nor will not execute or authorize another to execute another Work of the identical design as the Work commissioned pursuant to this Agreement. This warranty shall continue in effect for a period consisting of the life of Artist plus 50 years.
- D. Artist hereby acknowledges that the aforementioned warranties, and any indemnity or defense owed as a result of breach of the same, shall be binding on Artist’s heirs and assigns.

#### Section IX-EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS

The parties hereto shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the reasonable control of the non-performing party, such as acts of God, war, public emergency or strike, other labor disturbance, reasons related to the Easement Agreement or factors not now reasonably known to either party hereto. An obligation affected by such a condition shall be suspended only for the



duration of the condition unless otherwise agreed by the parties in writing. Each of the parties shall take reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. The Project Schedule in Exhibit C shall be equitably adjusted to reflect delays in the Work that are not the fault of the parties.

#### Section X-INSURANCE TYPE, AMOUNT, AND DURATION

Liability and Property Damage Insurance. Artist assumes all risks incident to or in connection with its purpose to be conducted herein under. In addition to the foregoing, each party hereto (the “indemnifying party”) shall indemnify, defend and save the other parties (each, an “indemnified party”) harmless from third party claims related to damage or injuries of whatever nature or kind to persons or physical property arising directly or indirectly out of the indemnifying party’s operations at the Location and transportation of equipment to and from Location, in each case to the extent arising out of the acts or omissions of the indemnifying party’s or its employees, and shall indemnify, defend, and save harmless the indemnified parties’ from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation; provided that the foregoing obligations of the City and Visit OKC as an indemnifying party shall be limited as set forth in the Oklahoma Governmental Tort Claims Act as if the third party was bringing the claim(s) subject to this section directly against the City.

Artist shall maintain Worker's Compensation coverage in accordance with State Laws, and shall maintain General Liability Insurance pursuant to the provisions to the provisions of the Oklahoma Governmental Tort Claims Act. in the following amounts:

Property Damage Liability. Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or

destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability. In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

**Single Occurrence or Accident Liability.** In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

**Automobile Liability Insurance.** Artist shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this Agreement, and shall provide all parties hereto with certificates of coverage for the same.

Transit Insurance. The Artist shall maintain insurance protecting the Work and/or components of the Work while said Work is being transported or is in transit by any means, with aggregate limits of not less than the full replacement value of the Work or combined components of the Work, including the amounts set forth in this Agreement.

The insurance policies shall be issued by a company authorized to do business in the State of Oklahoma and acceptable to The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements, and which shall state that such insurance shall not be changed or canceled without ten days' prior written notice to The City of Oklahoma City. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. All policies

shall be fully insured, with no single deductible not exceeding \$25,000. Artist shall assure that Verification of Insurance or any change to required insurance shall be delivered to Arts Planner prior to signing this Agreement and subsequently, if there is any change to said required insurance. Artist's verification of insurance is attached to this Agreement as Exhibit G hereto.

**The City of Oklahoma City and Visit OKC shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and its' Trusts along with the Greater Oklahoma City Chamber of Commerce, Inc. d/b/a Visit Oklahoma City are additional insureds on all policies as required by the contract."**

Unless otherwise approved by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit of sufficient amount, guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's self-insured retention.

#### Section XI-EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Subject to section XII of this Agreement, Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), and all other rights in and to the Work, except ownership and possession, except as otherwise provided in this Agreement. Visit OKC and City shall have ownership and possession of the Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.
- B. Reproductions. Artist hereby grants Visit OKC and City a royalty-free, perpetual, sublicensable, worldwide and irrevocable right and license to any and all rights necessary (whether copyright, likeness or otherwise) to distribute, display, publicly perform, publish, copy, use, reproduce, exploit and make derivative works of the Work and derivative works

thereof in any medium (whether print or online or otherwise and whether or not in existence now or in the future) to promote and market Visit OKC and/or Oklahoma City, whether commercial, non-commercial or otherwise. The foregoing includes (but is not limited to) the right to reproduce, distribute and/or sell goods, services and materials that depict all or a portion of the Work. In the exercise of rights under this Section, Visit OKC and/or City, as applicable, shall endeavor to provide Artist accreditation by including the following in relation to the Work: “Cloud Embrace © 2025.” Such accreditation shall also be affixed to the Work in its Location of permanent display and at any subsequent Location of public display or exhibition.

- C. Ownership of Documents and Samples. Upon final acceptance of the Work, and upon written request from Artist, the studies, drawings, and models prepared and submitted pursuant to this Agreement shall be returned, at Artist’s expense, to Artist and shall belong to Artist.
- D. Visit OKC & Inasmuch Foundation Credit. Artist agrees that all references made by Artist to the Work shall include the following credit line: “Commissioned by Visit Oklahoma City & Inasmuch Foundation” and Artist shall make a good faith effort to ensure that any and all references to the Work by others include the same credit.
- E. Documentation.
  - 1. During installation, Artist shall provide Visit OKC and the City with one or more publication quality photos of the Work in progress, accurate in color and detail and in .jpg format.

2. After completion, and within thirty (30) days following completion of installation of the Work, Artist shall provide Visit OKC and the City with one or more publication quality photos of the Work, accurate in color and detail and in .jpg format.
- F. Photography. Upon reasonable notice to City and Visit OKC, Artist or Artist's designee shall be permitted to enter upon the premises at a mutually convenient time or times to reproduce by photographic or other means, the Work described herein.
- G. Publicity. Visit OKC grants to Artist the right to use the Visit OKC's name and project name and description for non-commercial purposes relating to the Work, such as to identify the Work as part of Artist's portfolio, on Artist's website, and in third party publications or media discussing the Work. Notwithstanding the foregoing or anything to the contrary herein, Artist agrees that Artist shall not publicly post or otherwise make publicly available images or descriptions of the Work or milestones regarding the Work until thirty (30) calendar days after Visit OKC has publicly announced the same or otherwise agrees in writing that Artist may make a particular public disclosure.

#### Section XII-CARE OF WORK, REPAIR AND RESTORATION AND RIGHT OF RECOVERY

All parties to this Agreement including Artist, by their signatures to this Agreement, acknowledge and agree that application of certain provisions of the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A et seq., will be waived by Artist. A VARA waiver signed by Artist is attached to this Agreement as Exhibit H hereto.

However, the City promises Artist that:

- A. City shall not intentionally destroy, damage, alter, modify, or change the Work except when the condition, safety or security of the Work cannot be guaranteed as determined by the City.
- B. It is the policy of City to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetime, when that is practicable. To facilitate consultation, Artist shall notify City of any change in Artist's permanent address, email address or contact telephone number. If Artist is unable or unwilling to perform any necessary repairs or restoration, or if City desires to use someone other than Artist to repair or restore the Work, City shall have such Work performed in accordance with recognized best practices and in accordance with Artist's Drawings and Specifications.
- C. When practical to do so, the City shall notify Artist of any proposed alteration of the Location that would affect the intended character and appearance of the Work and shall consult with Artist in the planning and execution of any such alteration. City shall make a reasonable effort to maintain the integrity of the Work.
- D. Nothing in this Section shall preclude any right of the City to remove the Work from public display or to permanently relocate the Work to a Location not specified in Exhibit A.

### Section XIII-REPUTATION

- A. Visit OKC and City's Commitment. City and Visit OKC each agree that it will not use the Work or Artist's name in a way which reflects discredit on the Work or on the names or reputation of Artist as an artist. In the event the Work is in some way represented in a way Artist believes is in violation of the foregoing or another manner not intended by Artist, Artist's sole and exclusive remedy is to request that the City and Visit OKC cease providing

accreditation to Artist concerning the Work. In such instance, Artist shall provide a written request for such cessation of accreditation, and City and Visit OKC shall each respond to such request in writing.

- B. Artist's Commitment. Artist agrees that Artist will not refer to the Work or reproduce the Work, or any portion thereof, in a way which reflects discredit on Visit OKC, the City of OKC or the Work.

#### Section XIV-NO ASSIGNMENT OR TRANSFER


The personal skill, judgment and creativity of Artist are essential elements of this Agreement. Therefore, although the parties recognize that Artist may employ qualified personnel to work under Artist's supervision, Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Work to another party without the prior written consent of City through its Arts Planner.

#### XV-SUCCESSORS AND ASSIGNS

City, Visit OKC, and Artist each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party, in respect to all covenants of this Agreement to the extent the law allows. Artist shall not assign, sublet, or transfer Artist's interest in this Agreement without the written consent of the City, through the Arts Planner, or Visit OKC. In no event shall Artist attempt to create a contractual relationship between any third party and the City and/or Visit OKC.

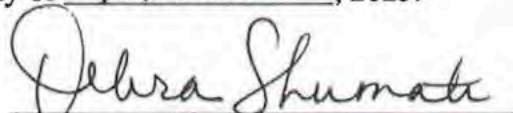
IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated  
by the authorized signatures below, as of the dates there set out.

APPROVED by the Greater OKC Chamber, on behalf of Visit OKC, and SIGNED this  
10<sup>th</sup> day of March, 2025.

  
Greater OKC Chamber

Subscribed and sworn to before me this 10<sup>th</sup> day of March, 2025.

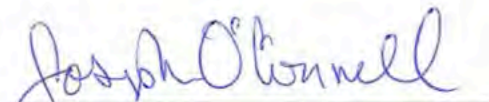


  
Notary Public

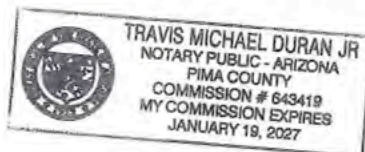
My Commission Expires: 11/20/28

My Commission Number: 12011019

APPROVED by Creative Machines and SIGNED this 10<sup>th</sup> day of  
March, 2025.

  
Creative Machines (Artist)

Subscribed and sworn to before me this 10<sup>th</sup> day of March, 2025.



  
Notary Public

My Commission Expires: January 19<sup>th</sup> 2027



APPROVED by The City of Oklahoma City and SIGNED by the Mayor this 25TH day  
of MARCH, 2025.

Amy K. Simpson  
City Clerk



David Holt  
MAYOR

APPROVED as to form and legality.

Patricia E. Douglas-Tally  
Assistant Municipal Counselor

## Exhibit A

### LOCATION MAP



Located in the United Way Plaza just south of E. Reno Avenue and S. Micky Mantle Drive, 200 Johnny Bench Drive.

Exhibit B  
Artist's Concept



Exhibit C

Project Schedule

	<b><u>Delivered on or before</u></b>
<u>Milestone No. 1</u> <i>Execution of Agreement</i>	<b><u>April 1, 2025</u></b>
<u>Milestone No. 2</u> <i>Design Complete</i>	<b><u>May 23, 2025</u></b>
<u>Milestone No. 3</u> <i>50% Fabrication Complete</i>	<b><u>September 15, 2025</u></b>
<u>Milestone No. 4</u> <i>100% Fabrication Complete</i>	<b><u>November 21, 2025</u></b>
<u>Milestone No. 5</u> <i>Installation Complete</i>	<b><u>December 31, 2025</u></b>
<u>Milestone No. 6</u> <i>Acceptance</i>	<b><u>January 30, 2026</u></b>



Exhibit D  
Preliminary Maintenance Plan

## MAINTENANCE PLAN

*The Cloud* will withstand many years of use by the public and require very little maintenance. It is crafted from heavy gauge steel with a durable painted finish. These are tried and true materials we have used on public art sculptures all over the world with great success.

The minimal recommended maintenance can be performed by the same person who handles plaza maintenance or another staffer. The sculpture can be rinsed down every three-four months or as needed. Rinse the sculpture with cool-lukewarm water. Remove dust and dirt with a soft cloth or sponge and a solution of mild soap or liquid detergent in water. Rinse thoroughly with cool-lukewarm water.

If a stronger cleaning product is needed, we recommend Brilliantize, Novus or another non-abrasive cleaner. Never use ammonia-based cleaners like Windex or glass cleaners, ammonia, scouring compounds, gasoline, benzene, acetone, carbon tetrachloride, certain deicing fluids, lacquer thinner or other strong solvents for cleaning. A soft cloth can be used to dry the sculpture or let it air dry.

### **Graffiti and Vandalism**

For graffiti or staining, the sculpture can be cleaned using soapy water or Tagaway Graffiti Removal Products. Follow manufacturer's directions and test first in an inconspicuous area to be sure product does not cause a negative reaction. The heavy steel construction resists vandalism.

Regular maintenance for the sculpture should be under \$1,000 per year.

### **LED Lights**

The lighting is designed to work without any regular maintenance.

Exhibit E  
Compensation and Payment Schedule

	<u>Payment Due</u>	<u>Billing/Payment Amount</u>	<u>Payment rendered to deliver the Following:</u>
<u>Payment No. 1</u>  <u>Execution of Agreement</u>	Upon execution of Agreement and Notice to Proceed issued by Arts Planner and receipt of invoice from Artist.	<b><u>Artist will be paid \$110,000 as follows:</u></b>	Milestone No. 1: <u>Execution of Agreement:</u>  <u>Executed agreement</u>
<u>Payment No. 2</u>  <u>Design Complete</u>	After all Services described in Milestone No. 2 are successfully completed and after receipt of invoice from Artist.	<b><u>Artist will be paid \$110,000 as follows:</u></b>	Milestone No. 2: <u>Design Complete:</u>  <u>Creative Machines to deliver engineered drawings stamped by OK-licensed engineer. Electrical schematic delivered to Client.</u>
<u>Payment No. 3</u>  <u>50% Fabrication Complete</u>	After all Services described in Milestone No. 3 are successfully completed and after receipt of invoice from Artist.	<b><u>Artist will be paid \$110,000 as follows:</u></b>	Milestone No. 3: <u>50% Fabrication Complete:</u>  <u>Creative Machines to deliver progress report showing 50% completion of sculpture fabrication. Progress report to include detailed photos and a video walk around.</u>
<u>Payment No. 4</u>  <u>100% Fabrication Complete</u>	After all Services described in Milestone No. 4 are successfully completed and after receipt of invoice from Artist.	<b><u>Artist will be paid \$110,000 as follows:</u></b>	Milestone No. 4: <u>100% Fabrication Complete:</u>  <u>Creative Machines to deliver progress report showing 100% completion of sculpture fabrication. Progress report to include detailed photos and a video walk around.</u>
<u>Payment No. 5</u>  <u>Installation Complete</u>	After all Services described in Milestone No. 5 are successfully completed and after receipt of invoice from Artist.	<b><u>Artist will be paid \$50,000 as follows:</u></b>	Milestone No. 5: <u>Installation Complete:</u>  <u>Creative Machines to deliver and install sculpture on site. Creative Machines will provide written installation plan before installation. Creative Machines will deliver notice when installation is complete on site. Client will have opportunity to review installation in person during a final walk through with Creative Machines .</u>
<u>Payment No. 6</u>  <u>Acceptance</u>	After all Services described in Milestone No. 6 are successfully completed and after receipt of final invoice from Artist.	<b><u>Artist will be paid \$10,000 as follows:</u></b>	Payment No. 6: <u>Acceptance:</u>  <u>Acceptance of sculpture by Client or 30 days, whichever comes first</u>
<u>Total payments</u>			<b><u>\$500,000*</u></b>

\*Additional funds up to 12% may be available to increase the complexity of the sculpture, as appropriate, without significantly altering the overall visual concept. Adjustments will be agreed upon by Creative Machines and Visit OKC in the final design/engineering phase.

Exhibit F

Requests for Payment

Artist should submit invoices for payment and processing by email to: lvidrine@visitokc.com

Invoices that are mailed must be addressed to:

Visit OKC  
ATTN: Lindsay Vidrine  
123 Park Ave.  
Oklahoma City OK 73102

The invoice shall reference the payment installation based on the payment schedule that will be issued to Artist when provided a Notice to Proceed.

Invoices shall not include any time or costs related to other projects. Visit OKC shall endeavor to authorize payment for goods or services received in a timely manner.

**Visit Oklahoma City hereby notifies the Artist that Artist or any vendor who accepts payment confirms, represents and warrants the following:**

- The invoice is true and correct.**
- The work, service, or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished by Artist.**
- Artist has made no offer of money or anything of value, directly or indirectly, to any elected official, officer, or employee of City or Visit OKC.**

Payments will be processed promptly after receipt of properly prepared invoice(s).

# Exhibit G

## Documentation of Required Insurance

		CREAMAC-01 JBROKAW DATE (MM/DD/YYYY) 2/21/2025														
CERTIFICATE OF LIABILITY INSURANCE																
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER The Mahoney Group - Tucson 5330 N. La Cholla Blvd Tucson, AZ 85741	CONTACT NAME PHONE (A/C, No, Ext): (520) 795-8511 FAX (A/C, No): (520) 795-8542 E-MAIL ADDRESS:															
INSURED Creative Machines Inc. Attn: Joe O'Connell 4141 E. Irvington Road Tucson, AZ 85714	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Federal Insurance Company	20281															
INSURER B:																
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INSURER E:																
INSURER F:																
COVERAGES																
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INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	35918571WUC	7/5/2024	7/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79871496	7/5/2024	7/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Holder Includes : The City of Oklahoma City and its Trusts along with the Greater Oklahoma City Chamber of Commerce, Inc. d/b/a Visit Oklahoma City. General Liability Additional Insured, Waiver of Subrogation and Primary & Noncontributory per written contract, per attached. Umbrella follows form of the General Liability. No GL Deductible Applies. OK is within the GL coverage territory. 30 Day Notice of cancellation applies.																
CERTIFICATE HOLDER				CANCELLATION												
The City of Oklahoma City 420 W Main St. Oklahoma City, OK 73102				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 												

ACORD 25 (2016/03)

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**Endorsement**

<i>Policy Period</i>	JULY 5, 2024 TO JULY 5, 2025
<i>Effective Date</i>	JULY 5, 2024
<i>Policy Number</i>	3591-65-71 WUC
<i>Insured</i>	JOE O'CONNELL CREATIVE MACHINES INC DBA: CREATIVE MACHINES, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MAY 10, 2024

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





## Liability Insurance

### Endorsement

<i>Policy Period</i>	JULY 5, 2024 TO JULY 5, 2025
<i>Effective Date</i>	JULY 5, 2024
<i>Policy Number</i>	3591-65-71 WUC
<i>Insured</i>	JOE O'CONNELL CREATIVE MACHINES INC DBA: CREATIVE MACHINES, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MAY 10, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

### Conditions

#### *Transfer Or Waiver Of Rights Of Recovery Against Others*

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

#### Designated Person Or Organization

REGENT PROPERTIES LLC, AR CAMELBACK LLC, ITS EMPLOYEES,  
AGENTS, OWNERS AND THEIR BENEFICIARIES, IF ANY  
11990 SAN VIENTE, STE 2000, LOS ANGELES, CA 90049

---  
KIMLEY-HORN AND ASSOCIATES, INC  
7740 N 16TH STREET, STE 300, PHOENIX, ARIZONA 85020

---  
CITY OF ATLANTA  
ENTERPRISE RISK MANAGEMENT  
68 MITCHELL STREET STE 9100, ATLANTA, GA 30303

---  
VALLEY METRO RAIL INC  
101 N 1ST AVE #1400  
PHOENIX, AZ 85013

---

**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



**Liability Insurance****Endorsement**

<i>Policy Period</i>	JULY 5, 2024 TO JULY 5, 2025
<i>Effective Date</i>	JULY 5, 2024
<i>Policy Number</i>	3591-65-71 WUC
<i>Insured</i>	JOE O'CONNELL CREATIVE MACHINES INC DBA: CREATIVE MACHINES, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MAY 10, 2024

---

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

**Conditions**

---

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative





CREAMAC-01

JRIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tucson, AZ-The Clements Agency-HUB International Insurance Services (NMN) 6245 E Broadway Blvd Suite 310 Tucson, AZ 85711	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (520) 624-3456 FAX (A/C, No): E-MAIL ADDRESS: jessica.rin@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Joe O'Connell Creative Machines, Inc. 4141 E Irvington Rd, Tucson, AZ 85714	<b>INSURER A:</b> State Auto Mutual	<b>NAIC #</b> 25135
	<b>INSURER B:</b> WCF Select Insurance Company	21865
	<b>INSURER C:</b> Lloyd's of London	15792
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY	X		10112085CA	1/10/2025	1/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4028335	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liabli</b>			PSM0539918274	3/27/2024	3/27/2025	Retention \$5,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project: Iconic Oklahoma City Visitor Experience in Bricktown Entertainment District.

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Visit OKC: City of Oklahoma City 123 Park Ave. Oklahoma City, OK 73102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CREAMAC-01

JRIN

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Tucson, AZ-The Clements Agency-HUB International Insurance Services (NMX)		NAMED INSURED Joe O'Connell Creative Machines, Inc. 4141 E Irvington Rd. Tucson, AZ 85714 Pima	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

The City of Oklahoma City and its' Trusts are included as additional insured for Auto Liability as required by the contract.

All policies are fully insured with any single deductible not exceeding \$25,000.

The insurance policies are issued by a company authorized to do business in the State of Oklahoma.

Insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City along with the Greater Oklahoma City Chamber of Commerce, Inc. d/b/a Visit Oklahoma City .

COMMERCIAL AUTO  
BA 30 00 12 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO POLICY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured:  
Endorsement Effective Date:

**CONTENTS:**

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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**A. ADDITIONAL INSURED – AUTOMATIC STATUS**

Item A, i.e. of SECTION II – COVERED AUTOS LIABILITY COVERAGE, WHO IS AN INSURED is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

**B. BROADENED INSURED**

The following paragraph is added to SECTION II – A.1. WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of the Coverage Part, with equity as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or could be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or could be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 40 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION**

The following paragraph is added to the end of Paragraph A. 2. SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" advised by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your insurers, compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition. If you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

**D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**E. RESULTANT MENTAL ANGUISH**

The definition of "bodily injury" in SECTION V. DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these:

**F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own of this 100% insurance granted under this provision is

excess over any other collective insurance.

**G. EMPLOYEES AS INSURED**

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**H. EMPLOYEE HIRED AUTOS**

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.B. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**I. INCREASED BAIL BONDS AND LOSS OF EARNINGS**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.3. Coverage Extensions, a. Supplementary Payments is amended by:

- 1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
- 2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

**J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO**

SECTION II – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum. This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

**K. INCREASED LOSS OF USE EXPENSES**

SECTION II – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

**L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Extension B.3.a. of SECTION II – PHYSICAL DAMAGE COVERAGE:

However, this extension does not apply to the accidental discharge of an airbag.

**M. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph U. of SECTION II – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**N. COLLISION DEDUCTIBLE WAIVER**

The following is added to paragraph O. of SECTION II – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto", we mean, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

**O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT**

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

**P. TOWING**

SECTION II – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

**2. Towing**

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

**Q. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to SECTION II – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" of a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- 1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
- 2. The unearned finance or rollover of a previous outstanding lease or loan.

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3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All amounts paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A, Lease Conditions of SECTION IV – BUSINESS AUTO CONDITIONS. Lease/Loss Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

**II. PERSONAL EFFECTS COVERAGE**  
The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions.

- a. **Personal Effects**  
We will pay up to \$500 for "loss" to personal effects which are:  
(1) owned by an "insured"; and  
(2) in or on a covered "auto".  
This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

**S. LOCKSMITH SERVICES**

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions.

- c. **Locksmith Services**  
We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

**T. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions.

- c. **Tapes, Records And Discs Coverage**  
Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:  
(1) Are your property or that of a family member or employee;  
(2) Are in a covered "auto" at the time of "loss".  
The most we will pay for "loss" is \$200.

**U. HIRED AUTO PHYSICAL DAMAGE**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the CDM to repair the "auto", whichever is smaller.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply to the "loss".

**V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE**

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

**W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We reserve the right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in written contracts.

Exhibit H  
VARA Waiver

General VARA Waiver for Works of Visual Art

To be completed by the Artist, Property Owner, and Purchaser (if different than Property Owner)

Joseph O'Connell

I, \_\_\_\_\_, (printed name of Artist) hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art (Work):

Title of Work:

Cloud Embrace

Description of Work (dimensions, media/materials):

39'8" wide x 22'5" high, painted steel, LED lighting

Location/Address:

Bricktown Oklahoma City, OK, 35°27'49.7"N 97°30'33.2"W

Initial the following:

JO

I hereby acknowledge and attest that I am an author of the Work and I am authorized and fully capable of waiving the rights conferred by VARA, in accordance with the waiver provision of 17 U.S.C. § 106A(e)(1).

JO

I hereby acknowledge that the Work will be placed in the Location and will be, therefore, accessible to the public and be subject to environmental and other factors, both known and unknown.

JO

I further acknowledge that the Work may be destroyed, in whole or in part, for any reason or no reason, including, but not limited to, abuse, vandalism, neglect, property destruction, pestilence, repairs or renovations to the Location, or any other necessity otherwise occasioned, which requires removal of the Work, in whole or in part, from the Location.

Therefore, of my own free act, I hereby waive my VARA rights with respect to the uses specified above and acknowledge that the City of Oklahoma City (City), or anyone duly authorized by the City, may have cause to remove said Work when to do so is determined to be in the best interest of the City. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City may occur, and the removal requirement on the part of the City may occur without opportunity for prior notice to me.

As such, and of my own free will, I hereby permanently and irrevocably waive any and all VARA rights pursuant to 17 U.S.C. § 106(a)(3) to prevent any removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work for any reason or no reason, and for any use of the Work that is undertaken that results in the removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist:

Joseph O'Connell

Date: March 5, 2025