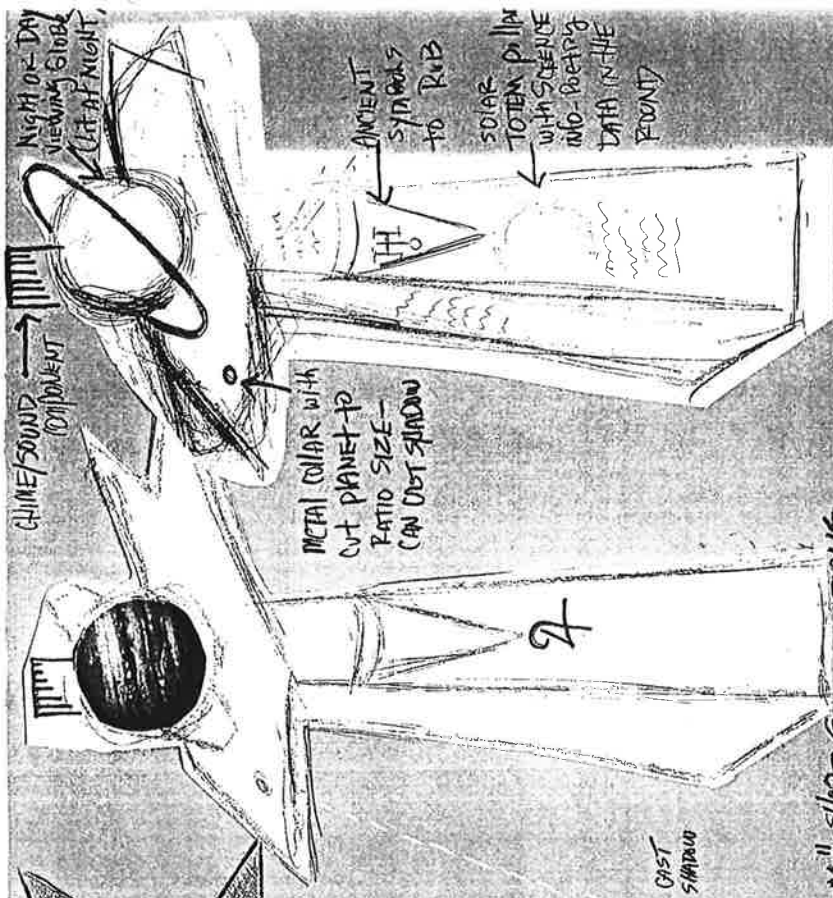


EXAMPLE of Symbols
USE IN PART
TABLES

SOLAR WALK PROJECTED VIEW DOWN NW 34th - NW SIDE TO NW 23rd
 WALK - SOLAR TOTEMS - WITH ASTRONOMICAL DATA - SCIENTIFIC ARCHIT - RUBBINGS & POEMS
 PLANET REPRESENTATIONS - GLOBAL LIGHT LIGHT TOPS - CUT METAL COLLARS WITH
 PIANO SIZES TO CAST SHADOWS ON WALK
 SCULPTURAL "SPACE CRUNK" BENCHES
 REFLECTIVE ARROWS - ALONG THE WALK
 "MUSIC OF THE SPHERES" - SOUND COMPONENT

GAINESVILLE FLORIDA "SOLAR WALK PROPOSAL"



CHIME/SOUND (OPTIONAL)

METAL COLLAR WITH CUT PLANET TO RATIO SIZE - CAN CAST SHADOW

ANCIENT SYMBOLS TO RUB

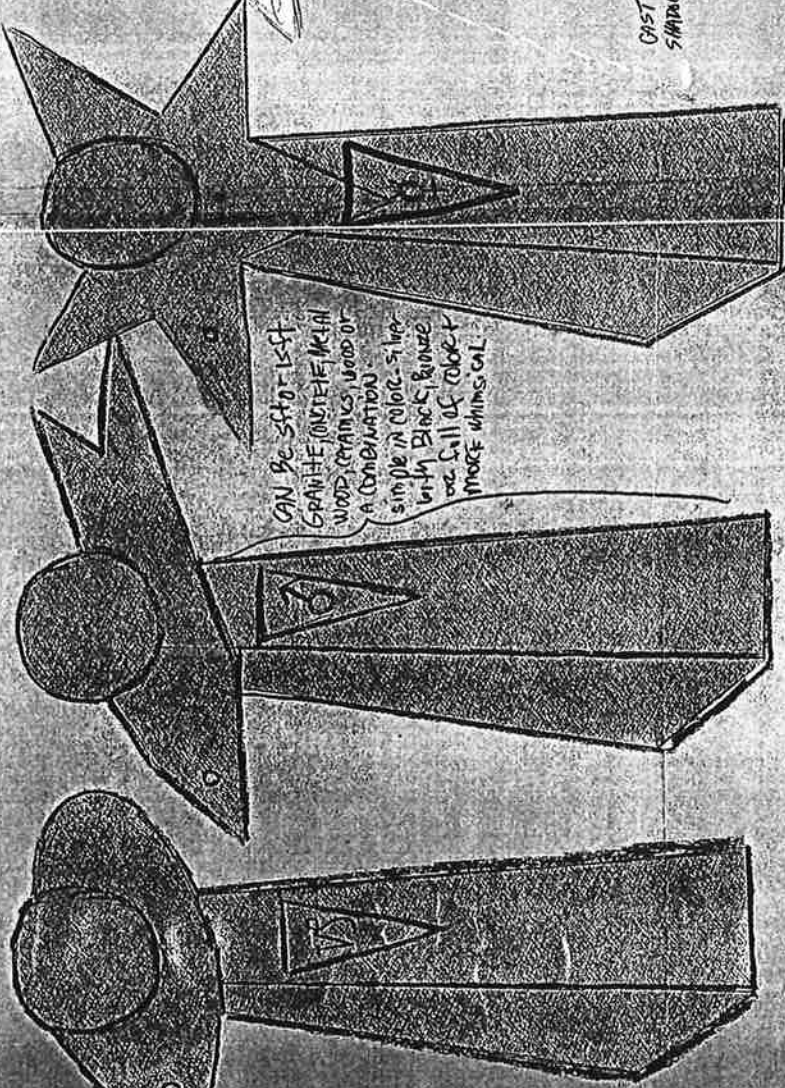
SOLAR TOTEM PILLAR WITH SCIENCE INFO-POETRY DATA IN THE FRONT

"SOLAR TOTEM" SHADE SUGGESTIONS

- 1. WITH ANCIENT SYMBOLS FOR DISPLAYING
- 2. SCIENTIFIC ALLEGORISATION
- 3. CUT Holes IN METAL COLLAR ALLOWING RATIO SIZE-ON CAST SHADOWS?
- 4. TOP 3-D COLORED GLASSES LIGHTING FOR NIGHTTIME FEATURE + DAYTIME
- 5. "MUSIC OF THE SPHERES" CLIME COMPONENT SOUND

PAINTED SCULPTURAL (SPACE GUNK) BENCH

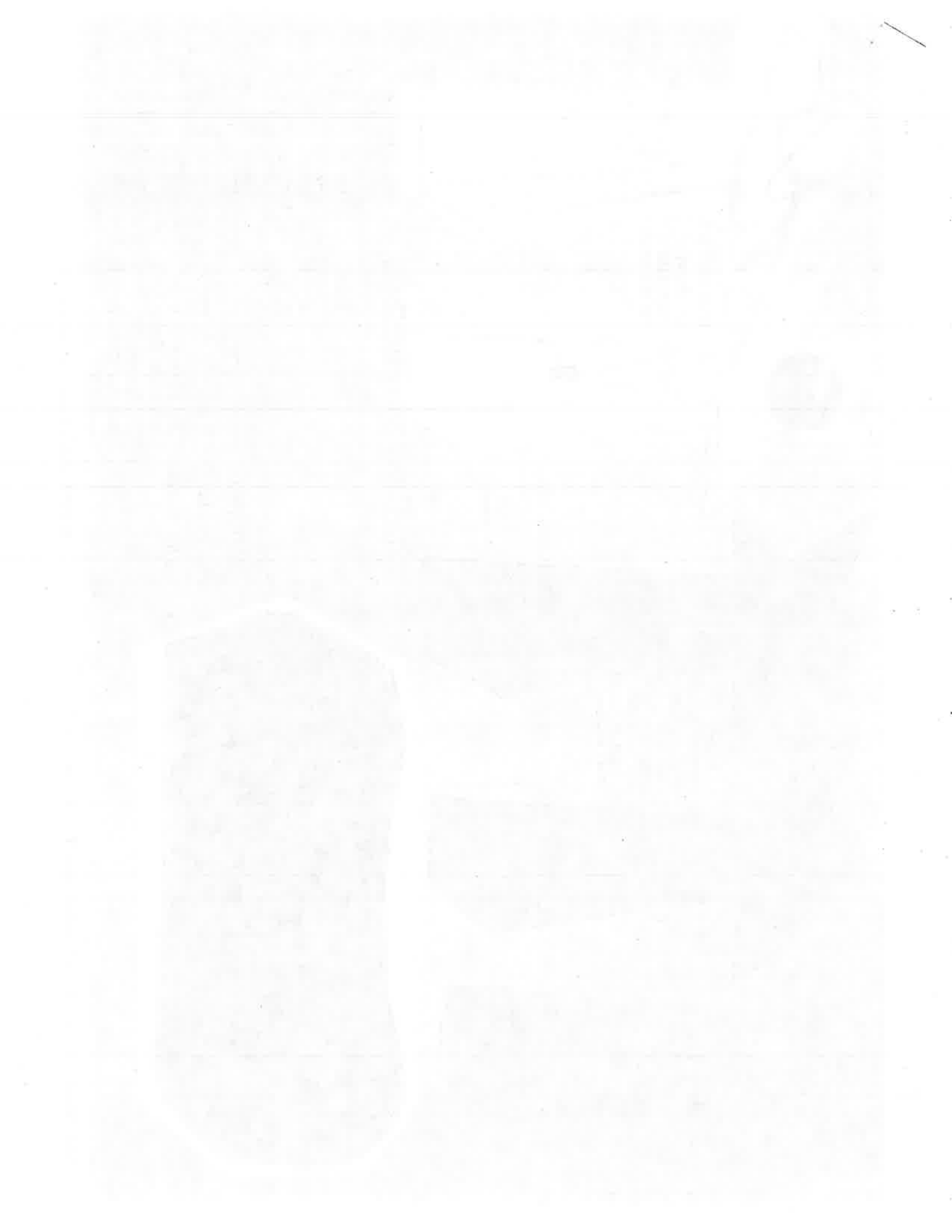
"IT IS THE EAST + JULY IS THE SUN, ARISE FAIR SUN + KILL THE ENVIOUS MOON" - SHAKESPEARE
 "THE UNIVERSE IS BUT A KALEIDOSCOPE WHICH TURNS WITHIN THE MIND" - H. ANNICCI
 "THE DEAVENS CALL A CIRCLE AROUND YOU DISPLAYING THOSE ETERNAL SPECTATORS" - DANTE



CAN BE SHAPED WITH GRANITE (OR METAL), WOOD, CRANES, WOOD OR A COMBINATION. SIMPLE IN COLOR. SIMILAR TO BLACK BUNNIES OR CALL OF ROBERT MOORE WHIMSICAL



- WKS - ♀
- ENDS - ♀
- MERCURY - ♀
- MOON - ☾
- SUN - ☉
- JUPITER - ♃
- UPPER - ♃
- RETURN - ♃
- EPHINE - ♃
- RANNS - ♃



CITY OF GAINESVILLE
P. O. BOX 490 * GAINESVILLE, FL 32602
(352) 334-5064

AGREEMENT BETWEEN CITY OF GAINESVILLE AND ARTIST

THIS AGREEMENT made and entered into this ___ day of ____, 2000, by and between the City of Gainesville, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), acting by and through its Art in Public Places Trust (hereinafter referred to as "APPT"), and Elizabeth Indianos (hereinafter referred to as "Artist"), whose address is 1208 South Pointe Alexis Drive, Tarpon Springs, FL 34689, (813) 938-1368, SS # XXX-XX-XXXX.

WITNESSETH:

WHEREAS, the City is implementing a public art program pursuant to local ordinance by allocating certain funds for artworks in public places; and

WHEREAS, funds have been allocated for the preparation of conceptual drawings with specifications of dimensions, materials and approximate locations for the artwork; and for completed drawings and a specific site plan to be developed with a qualified engineer; as well as meeting any other City requirements deemed necessary and feasible upon review; and

WHEREAS, the Artist has been selected by the City through the procedures duly adopted by the City of Gainesville and the APPT, to design and develop specifications for a work of art (hereinafter referred to as "Work"); to be located outdoors on City property, along NW 8th Avenue, on the south side of the sidewalk, between NW 34th Street and NW 22nd Street, hereinafter referred to as the "Site"); and

WHEREAS, both parties wish to promote and maintain the integrity of the Artist's ideas as represented by the work;

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

2-2 Sales Taxes

Any sales, use, or excise taxes, or similar charges relating to services and materials shall be paid by the Artist.

2-3 Artist's Expenses

The Artist shall be responsible for the payment of all the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3: TIME OF PERFORMANCE

3-1 Duration

The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Article 2, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City. The City shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the Artist's control render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

3-2 Insurance

The Artist shall arrange for, and/or ensure that all subcontractors have arranged for, general liability insurance covering all persons connected with the Work, in amounts not less than \$200,000.

The insurance policy required above shall be issued by a company(s) authorized to do business under the laws of the State of Florida.

The Artist shall furnish a certificate of insurance to the City prior to the commencement of work on the Work, which certificate shall clearly indicate the Artist and his subcontractors have obtained insurance in the type and amount as required for strict compliance with this section and that no material changes or cancellation of insurance shall be effective without thirty (30) days prior written notice to the City. Such policy of insurance shall waive any rights of subrogation against the City. Compliance with the foregoing requirements shall not relieve the Artist of his liability and obligations under this Agreement. The insurance shall be in force at least thirty (30) days after the Artist's Notification of Completion.

ARTICLE 4: WARRANTIES OF TITLE

The Artist represents and warrants that:

- a) the Work is solely the result of the artistic effort of the Artist;
- b) except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- c) the Work, or a duplicate thereof, has not been accepted for sale elsewhere;
- d) the Work is free and clear of any liens from any source whatever.

ARTICLE 5: INDEMNIFICATION / WAIVER

The Artist hereby agrees to indemnify and save harmless the City, its officers agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of the negligent act or negligent omission of the Artist, its agents, servants or employees, or because of or due to the mere existence of this Agreement between the parties. Notwithstanding the foregoing, nothing in this provision shall be construed to relieve either the Artist or the City of liability for any wrongful actions of its own.

ARTICLE 6: ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by an employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 7: ASSIGNMENT, TRANSFER, SUBCONTRACTING

7-1 Assignment or Transfer of Interest

Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other.

7-2 Subcontracting by Artist

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting 1) shall not affect the design, appearance, or visual quality of the Work; 2) shall be carried out under the personal supervision of the Artist, and 3) all terms outlined in Article 3, Section 3-2 are complied with. Should the Artist elect to subcontract portions of the services, the Artist continues to bear full responsibility for all contract services.

ARTICLE 8: NOTICES

Any notice required or permitted to be given hereunder to the Artist shall be sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Artist at:

1208 South Pointe Alexis Drive
Tarpon Springs, FL 34689

or such other address as the Artist may direct by written notice given to the City in accordance with the provisions of this paragraph. In the event that the Artist shall fail to keep the City informed of Artist's current address, the failure to do so shall be deemed a waiver of any rights the Artist may have under this agreement, so long as the City attempted to serve the Artist with proper notice in accordance with the provisions hereof. Any notice required or permitted to be given hereunder to the City shall be sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

City of Gainesville
Cultural Affairs, Station #30 - Attn. Cultural Affairs Manager
P.O. Box 490
Gainesville FL 32602

ARTICLE 9: VENUE

Any litigation which occurs as a result of or in connection with this agreement shall be governed by the laws of the State of Florida and shall be had in the courts of Alachua County, Florida.

ARTICLE 10: EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the services described or referred to in this Agreement, Artist shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, handicap, age, or national origin.

ARTICLE 11: AMENDMENT

This agreement shall not be amended or modified other than in writing signed by the parties hereto.

ARTICLE 12: WAIVER OF CLAIMS

The City of Gainesville and its agents, employees and contractors shall not be liable for, and Artist releases all claims for, damage to or loss of personal property sustained by Artist or any person claiming through Artist resulting from any fire, accident, occurrence, theft, or condition in or upon the property of which they shall be a part, or of adjoining or continuous property, provided same are not due to negligence of the City, its agents or employees. The Artist and the City agree that nothing in this contract shall be interpreted as a waiver of the City's sovereign immunity under F.S. 768.28.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

CONTRACTOR:

Elizabeth Indianos / Date

ATTEST:

Witness/ Date

CITY OF GAINESVILLE, FL:

City Manager / Date

ATTEST:

Witness / Date

Approved as to form and legality:

City Attorney / Date