Second Amendment to
Agreement to Commission an Artwork

This second amendment to the Agreement to Commission an Artwork ("Second Amended Agreement") effective the ___ day of August, 2015, is between Edward Hlavka ("Artist"), and Ivins City ("Purchaser"), collectively the "Parties".

WHEREAS, the Artwork that was the subject of the Agreement to Commission an Artwork ("Original Agreement") is now at Adonis Bronze for bronzing and final assembly; and

WHEREAS, Artist acknowledges and agrees that Purchaser has timely made all payments for Phases 1 through 4 listed in the Original Agreement, leaving only the final payment of $57,200.00 owing, which is to pay for the costs of bronzing the Artwork and not for Artist's personal services;

NOW THERFORE, Artist and Purchaser hereby enter into this Second Amendment to the Agreement to Commission an Artwork as follows:

1. Artist hereby expressly represents and warrants to Purchaser that the entire artwork is now at Adonis Bronze for bronzing and final assembly. Artist further hereby express represents and warrants to Purchaser that Ivins City has paid him in full for his personal services in creating the Artwork and that Purchaser's final payment of $57,200 is to compensate Adonis Bronze for their services in bronzing the Artwork. Therefore, Artist hereby expressly instructs Purchaser to make the final payment of $57,200 payable solely to Adonis Bronze.

2. Artist continues to acknowledge that at no time has Purchaser failed to timely meet any of its obligations under the Original or First Amended Agreement and, as a result, Artist hereby expressly waives, releases and discharges Purchaser from any claims he, his heirs, agents, successors or assigns may have against Purchaser that in any way is related to such agreements; furthermore, Artist agrees to fully indemnify and hold Purchaser harmless against any such claims should any arise.

3. Based upon the foregoing, Artist hereby conveys title to the Artwork to Purchaser free and clear of any claims, liens or encumbrances.

4. Purchaser agrees to not only pay the costs of delivering the Artwork to Ivins, but also to pay for Artist's food and lodging expenses while he completes the final assembly of the Artwork at Adonis Bronze at the rate of $40/day as per diem for food plus lodging expenses at a Fairfield Inn, Hampton Inn or equivalent in the Lehi/Thanksgiving Point area.

5. The Artwork shall be finally assembled and ready for delivery to Purchaser by September 14, 2015 and, if not, Artist agrees to pay to Purchaser liquidated damages in the amount of $250.00 per day until such time as the Artwork is finally assembled, delivered and installed.

6. Artist continues his agreement to keep the Artwork fully insured against theft or damage; in the event of loss, the Artist shall use any and all insurance proceeds to refund amounts paid by Purchaser to Artist for the Artwork.

7. The Parties acknowledge that Purchaser, at its cost, has already prepared the site for installation of the artwork.

8. The Artist retains the right of reproduction and all copyrights of the Work, the preliminary design and any incidental works made in the creation of the Work.

9. The Original Agreement, as amended by the First Amendment thereto and by this second amendment, contain the entire agreement between the Parties and may not be further amended except by written agreement of the Parties.

10. In any action brought to enforce any agreement term, as amended, the prevailing Party shall be entitled to the recovery of reasonable attorney's fees and reasonably-incurred costs and expenses of litigation.

11. This Agreement has been made under the laws of the State of Utah and such laws shall control its enforceability. Any action to interpret or enforce this Agreement shall be brought in the Fifth District Court in and for Washington County, State of Utah.

12. If a court of competent jurisdiction finds any provision of this Agreement unenforceable, the remaining portions of the Agreement shall remain in full force and effect as though the offending portion were not included.

Artist:_____ Purchaser:_____
Edward E. Hlavka Chris Hart, Ivins City Mayor

Attest:_____
Kari Jimenez, Ivins City Recorder