

Public Art Commissioning Agreement

This Agreement made effective this 1st day of December, 2022.

Between:

City of Saskatoon, a city established pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1 (the "City")

- and -

Sans façon Canada Inc. the Artist Team that is prepared to do a project for the City of Saskatoon, in the Province of Saskatchewan under the *nom de plume* of **Sans façon** (the "Artist")

Whereas:

- A. The City desires to commission a series of three thematically connected public art pieces, the first of which will be located at Recovery Park, and the other two will be located in areas to be defined;
- B. The Artist produced a rendition of what will be an original piece of artwork entitled "Recovery Park Project". A photograph of the first piece of art is attached as Schedule "A"; however, this is based on the concept proposal and the final form and colours will be further informed by public engagement;
- C. The City wishes to commission, by this Agreement, the creation of three pieces of art from the Artist, collectively the three pieces will be termed the 'Artwork' for the purposes of this Agreement;
- D. Further, the parties agree that this Agreement concerns the fabrication of all three pieces of the Artwork; however, the installation of the second and third pieces shall occur once the location(s) have been confirmed by the City.

Now therefore the parties agree as follows:

Costs and Timeline

- 1. (1) The City shall pay the Artist the sum of \$275,000.00 (the "Fee") for the Artwork, based on the production and delivery schedule set out below. For clarity, the schedule and the resource allocation are based on the Artist completing all three pieces over the course of this schedule.

(a) **Contract Completion:**
(October 2022)

Deliverables:

- Completion of contract negotiation

Resource allocation: 20% upon signing by both parties -
\$55,000.00

(b) **Concept Development:**
(4 months, November 2022 – February 2023)

Deliverables:

- Community consultation (Indigenous Technical Advisory Group, City Staff, City Recovery Park Project team)
- Site visit of potential artwork locations
- Early career artist engaged
- Connect with University of Saskatchewan and subject matter experts
- Site visits of erratic rocks

(c) **Schematic Design**
(3 months, March – May 2023)

Deliverables:

- Schematic design produced
- The schematic design will form the basis for fabricator and supplier conversations, for budget estimates and include refinements to the construction planning
- Engineer consulted
- Sharing of schematic design with the community, potential community workshop to explore the qualities of the material
- Reviewed and approval by the City to move into detailed design.

Resource allocation: 15% upon commencement - **\$41,250.00**

(d) **Detailed Design**
(5 months, June – October 2023)

Deliverables:

- Scanning - site visits to the erratic rocks of Saskatchewan (refers to glacial erratic rocks which have been glacially deposited and differ from the type of rock native to the area in which is rests) to study and 3D scan the rocks
 - o Confirm sites for all three works

- Fabricators, subcontractors and suppliers confirmed
 - o Material fabrication testing /sampling
 - o Detail design produced
 - o Sharing of detail design with the community
 - o Engineer approval
- Phase concludes with City review and approval of design and method statements for fabrication and installation of all three pieces

Resource allocation: 15% upon commencement - **\$41,250.00**

(e) **Fabrication and Site Preparation**
(7 Months, November – May 2023 - 24)

Deliverables:

- Work fabricated and assembled; sites prepared
- Public outreach and media strategy developed with the client team

Resource allocation: 40% upon approval to proceed with fabrication - **\$110,000.00**

(f) **Transportation – Installation and Launch**
(June / July 2024 to be confirmed with the City)

Deliverables:

- Transport and installation
- Documentation
- Work reviewed by City and accessioned prior to opening to the public
- Launch, Acknowledgment and celebration

Resource allocation: 10% upon installation - **\$27,500.00**

- (2) The Artist shall, prior to the commencement of fabrication of the Artwork, meet with the City's Indigenous Technical Advisory Group, which must be completed on or before November 2023.
- (3) The Artist shall complete the fabrication and the installation within two (2) years of the date of this Agreement, unless the City agrees, prior to the expiration of the two-year term, to an extension of the project schedule.
- (4) The parties agree that once complete the Artwork shall be part of the City's public art collection.

Right of Ownership and Use

2. (1) Title to the Artwork shall pass to the City upon the execution of this Agreement by the Artist, completion of the fabrication, delivery and installation of each piece and payment by the City of the required fees.
- (2) The Artist grants to the City a perpetual irrevocable license to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other non-commercial purposes. For the purposes of this Agreement, the following are deemed to be reproductions for non-commercial purposes:
 - (a) exhibition catalogues, books, slides, photographs, postcards, posters, and calendars;
 - (b) art magazines, art books and art, and news sections of newspapers;
 - (c) general books and magazines not primarily devoted to art but of an educational, historical, or critical nature;
 - (d) slides and film strips not intended for mass audience;
 - (e) television from stations operated for educational purposes or in programs for educational purposes from all stations; or
 - (f) digital images and internet publication of the Artwork.
- (3) The City may make three-dimensional reproductions of the Artwork as part of any three-dimensional model of parts of the City that includes the Artwork.
- (4) The City shall obtain the Artist's approval for any non-photographic reproduction in connection with the preceding uses, provided the Artist shall not unreasonably withhold its approval if the reproduction accurately represents the Artwork, is faithful to the artistic intent and is rendered in a tasteful and professional manner.
- (5) On any and all such reproductions, the City shall place a copyright notice identifying the Artist as the creator of the Artwork.
- (6) The Artist grants to the City a perpetual irrevocable license and right to exhibit the Artwork in public.

- (7) The City may assign all its rights under this Agreement to any third party without the consent of the Artist and all rights granted to the City under this Agreement shall enure to the benefit of the City's successors.
- (8) The Artist waives in whole and in part any and all moral rights arising under the *Copyright Act* in the Artwork as against the City and anyone claiming rights of any such nature from or through the City. Further, the Artist represents and warrants that its employees, servants, sub-consultants, and agents have waived or shall waive in whole or in part, any and all moral rights arising under the *Copyright Act* in the Artwork as against all parties including the Artist and the City and anyone claiming rights of any such nature from or through the City.
- (9) The City has the right to publicize the Artwork.
- (10) The City reserves the right to move the Artwork. Given the site-specific nature of the Artwork, the City shall make all reasonable efforts to consult with the Artist to help identify appropriate new locations for each piece of the Artwork. Subject to the City paying the Artist any applicable fees for this consultation, the Artist will not unreasonably withhold their approval. If the intention or concept in the Artwork is for any reason altered or modified by the relocation without the Artist's permission or supervision, the City shall no longer identify the Artwork as that of the Artist, if so requested by the Artist in writing.

Artist's Rights - Identification

- 3. (1) The City shall, at its expense, prepare and install near the Artwork, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the Artwork, a statement of the work, the year of completion and, if applicable, the identity of the commissioning body, and shall maintain such notice in good repair against the ravages of time, vandalism, and the elements.
- (2) The Artist shall be available at such time or times as reasonably required by the City for any inauguration or dedication ceremonies.
- (3) (a) The Artist shall retain all rights under the *Copyright Act*, R.S.C. 1985, c. C-42, as amended and all of the rights in and to the Artwork except ownership and possession of the Artwork, and except those rights of the City as described in this Agreement. In view of the intention that the Artwork is unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the Artwork, nor shall the Artist grant permission to others to do so except with the prior written permission of the City.

- (b) Despite the foregoing, the Artist may make two-dimensional reproductions, including but not limited to photographs of the Artwork for his portfolio, media publicity, catalogues, or other similar publications.
- (4) The Artist may publicize in a positive manner the Artwork in art publications and in other media providing credits of ownership to the City and location of the work. The Artist shall not in any way disparage the Artwork, or aspects of the Artwork.

Maintenance of Artwork

- 4.
 - (1) The Artist shall, within thirty (30) days of the installation of a piece of the Artwork, provide the City with two (2) copies of a maintenance manual or maintenance instructions describing in detail the specifications of materials and finishes, method of cleaning, preserving, and maintaining the Artwork as well as providing a complete set of all relevant drawings which describe in detail the design, construction method, and fabrication of specifications of the Artwork (including product literature, suppliers, or manufacturers), and written instructions for the maintenance of the Artwork as well as other materials that the Artist would wish to have included in an historical archive. The City has the right at all times to clean, preserve, and maintain the Artwork in accordance with the maintenance manual or maintenance instructions.
 - (2) For a period of ten (10) years from the date of this Agreement, the Artist shall be available to the City for consultation as to the proper method of cleaning, preserving, and maintaining the Artwork, subject to City paying the Artist any applicable fees for this consultation.
 - (3) The City has the right, at all times, to repair, restore, or replace the Artwork if it is damaged. The City shall make reasonable efforts to consult with the Artist concerning any repair or restoration of the Artwork. Any repair or restoration of the Artwork shall be made in accordance with generally recognized principles of conservation and, where applicable, with the instructions contained in the maintenance manual or maintenance instructions, and the City shall obtain the Artist's approval for any substantial repair. If the Artist unreasonably withholds his approval, the City may repair the Artwork in any reasonable manner. If the Artwork is for any reason substantially altered or modified without the Artist's permission or supervision, the City shall no longer identify the Artwork as that of the Artist, if so requested by the Artist in writing.

Warranties of the Artist

5. (1) The Artist represents and warrants, except as otherwise disclosed to the City in writing, that:
 - (a) the Artwork is fully the result of the artistic efforts of the Artist;
 - (b) the Artist has the right to sell the Artwork, and the same is unencumbered;
 - (c) the execution and fabrication of the Artwork has been performed in a professional manner;
 - (d) the Artwork, as fabricated and installed, is free of defects in workmanship which may cause or may accelerate the deterioration of the Artwork; and
 - (e) reasonable maintenance of the Artwork shall not require procedures substantially in excess of those described in the maintenance instructions submitted to the City by the Artist.
- (2) The warranties described in subsection 5(1)(a), (b) and (c) shall survive for a period of twenty (20) years after the date of this Agreement. In the event of any breach of the warranty described in this section which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Artwork), the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with reasonable promptness and, if required, the Artist shall cure such breach with reasonable promptness.
- (3) The Artist warrants that each piece of Artwork is unique and an edition of one, and that the Artist shall not execute or authorize another to execute another Artwork of the same design, dimensions, and materials as the Artwork described in this Agreement. The warranty described in this subsection, namely 5(3), shall continue in effect for a period consisting of the life of the Artist plus twenty-five (25) years and shall be binding on the Artist's heirs and assigns.

Reputation

6. (1) The City agrees that it shall not use the Artwork or the Artist's name in a way which reflects discredit on the Artwork or on the name of the Artist or the reputation of the Artist as an artist.

- (2) The Artist agrees that the Artist shall not make reference to the Artwork or reproduce the Artwork, or any portion thereof, in a way which reflects discredit on the City or the Artwork.

Notices

7. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been fully and effectually given when mailed by registered mail, postage pre-paid to the other party at the address stated below, or at the latest, changed address given by the other parties to be notified:

To the City:

City of Saskatoon
c/o Office of the City Solicitor
222 - 3rd Avenue North
Saskatoon SK S7K 0J5

To the Artists, Sans façon Canada Inc.:

Tristan Surtees & Charles Blanc
817 22nd Avenue
Calgary AB T2G 1N4

Enurement

8. This Agreement shall enure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

Severability

9. Should any provision of this Agreement be determined to be unenforceable or prohibited as a consequence of any applicable law or treaty, this Agreement shall be considered severable as to such provision, which shall then be inoperative, but the remaining provisions shall be valid and binding. If any provision herein shall be deemed invalid due to its scope or breadth, such provision shall be deemed to be valid to the extent of the scope or breadth permitted by law.

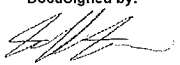
Complete Agreement

10. Except for those other agreements expressly referred to herein, this Agreement constitutes the entire agreement and understanding between the Parties respecting the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations, agreements, and understanding.

Law of Saskatchewan

11. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and shall be treated in all respects as a Saskatchewan contract and the Parties attorn to the jurisdiction of the Courts of the Province of Saskatchewan. This Agreement shall be deemed to be valid and enforceable in accordance with the laws of any other jurisdiction.

City of Saskatoon

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City Manager
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City Clerk

c/s

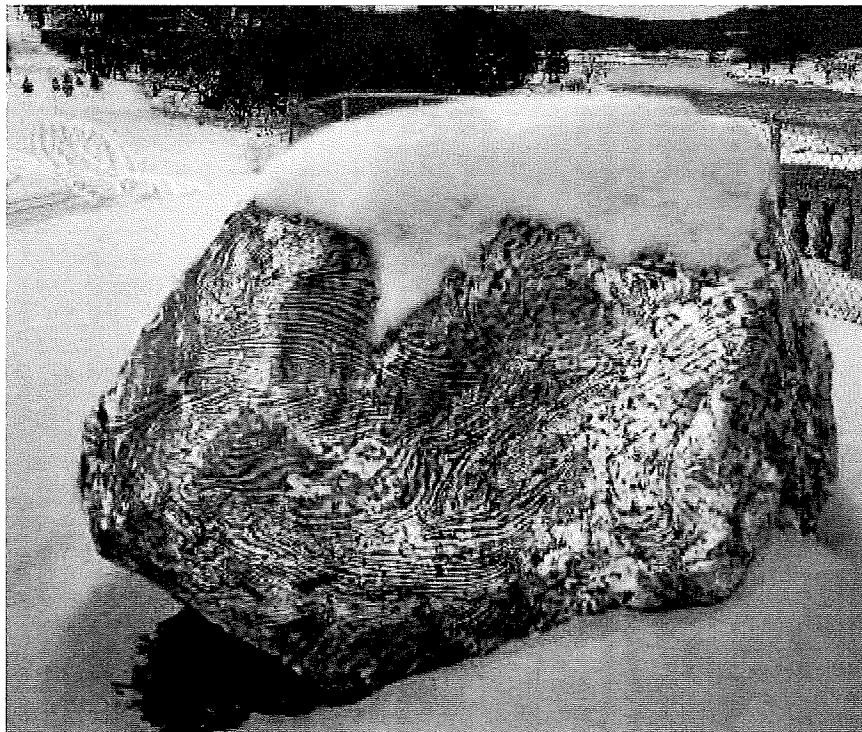
Sans façon Canada Inc.

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Charles Blanc
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Tristan Surtees

Schedule "A"



Amending Agreement

This Amending Agreement made effective the 29th day of May, 2023.

Between:

City of Saskatoon, a city established pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1 (the “City”)

- and -

Sans façon Canada Inc. the Artist Team that is prepared to do a project for the City of Saskatoon, in the Province of Saskatchewan under the *nom de plume* of **Sans façon** (the “Artist”)

Whereas:

- A. The City and the Artist entered into a Public Art Commissioning Agreement effective the 1st day of December, 2022 (the “Agreement”) wherein the Artist agrees to provide a series of three thematically connected public art pieces for Recovery Park (the “Recovery Park Project”);
- B. The consultation aspect of the Recovery Art Project is being revised necessitating a change in both the obligations and the services; and
- C. The parties wish to amend the Agreement to better define the pre-fabrication consultation aspect of the Recovery Art Project.

Now therefore the parties covenant and agree as follows:

Indigenous Consultation Requirement Amended

- 1. Section 1(2) is amended by deleting the subsection and replacing the same with the following:
 - “(2) The Artist will, prior to the commencement of the fabrication of the Artwork, engage and consult where and when appropriate with Indigenous Elders and/or knowledge keepers.”

Remaining Terms

2. All other terms and conditions in the said Agreement shall remain in full force and effect.

In Witness Whereof the parties have executed this Amending Agreement effective as of the effective date written above.

City of Saskatoon

City Manager

c/s

City Clerk

Sans façon Canada Inc.

c/s

Second Amending Agreement

This Amending Agreement made effective the 3rd day of March, 2025.

Between:

City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1 (the "City")

- and -

Sans façon, the Artist Team, composed of Charles Blanc and Tristan Surtees that is prepared to do a project for the City of Saskatoon, in the Province of Saskatchewan under the *nom de plume* of **Sans façon** (the "Artist")

Whereas:

- A. The parties entered into a Public Art Commissioning Agreement on December 1, 2022 (the "Agreement") that would have seen three erratic sculptures (the "Artwork") fabricated and installed in various City of Saskatoon parks or facilities;
- B. The project has experienced significant delays but both parties share a mutual interest in completing the project successfully; and
- C. The parties wish to restate and revise the costs and timeline and provide for a series of small amendments to the Agreement, which makes necessary this Second Amending Agreement.

Now therefore the parties agree as follows:

Costs and Timeline Deleted and Replaced

- 1. The parties agree that Section 1 of the Agreement is deleted and replaced with the following:
 - "(1) The City shall pay the Artist the revised sum of \$297,490.00 (the "Fee") for the Artwork, based on the production, delivery and installation schedule for all three pieces of the Artwork that is set out in this section.
 - (2) The parties agree that a portion of the Fee, namely \$137,500.00 has been paid to the Artist, and that the steps of concept development, schematic design and detailed design have been completed and that the step of fabrication has commenced.

- (3) The parties agree that the remaining funds to be paid by the City to the Artist shall consist of the following sums:
- (a) \$137,500;
 - (b) \$600 for the costs of storing the components for the Artwork for an extended period;
 - (c) \$890 for the costs of insurance incurred due to delays in completion;
 - (d) \$9,000 for the costs of the additional time and expense incurred by the Artist on the project; and
 - (e) \$12,000 for the costs of retaining an assistant that would work on the tasks for the City project.
- (4) The parties acknowledge and agree that the remainder of the Fee of \$159,990.00, plus applicable GST and PST, and the sum set out in March to April, 2025 deliverable, if any, shall be paid as follows, once the deliverable has been confirmed and progress reports received, and that the fabrication, delivery and installation schedule shall also be revised, the details of which are as follows:

Date	Item	Artist Deliverable	Amount Paid
March 15, 2025	Delay Costs Confirmation and Assistant Costs	Provide an invoice and details setting out the extra costs incurred.	\$22,490
April 1, 2025	Fabrication & Site Preparation	Artist advises on fabrication process and receives City approval to proceed.	\$110,000
October 31, 2025	Transportation and Installation of all Artwork	Installation complete and deliver of documentation and maintenance manual and sign off by City of Saskatoon	\$27,500

- (5) The parties acknowledge and agree that the schedule and costs, set out above, are based on the Artwork being installed in the following locations, namely:
- (a) Erratic 1 – Forestry Farm Park & Zoo;
 - (b) Erratic 2 – Recovery Park; and
 - (c) Erratic 3 – Diefenbaker Park.

- (6) Further, if the City changes the location for any of the Artwork, the parties acknowledge and agree that the Fee may need to be adjusted to address Artist visits to the new site to confirm installation requirements. For clarity, the Fee is based on both the location, set out above, and the site selected for the Artwork at each location.
- (7) The parties acknowledge and agree that the schedule and costs, set out above, will be based on the approved engineering and construction drawings and recommendations of the conservator, and once the conservator recommendations, if any, are received if it results in increased costs for the Artist then the parties acknowledge and agree that the Fee may need to be adjusted to account for any increased costs to the Artist as a result of any changes being made. For clarity, this shall be accomplished through a Change Order process, with the Artist preparing and providing the City with a Change Order for review and approval.
- (8) The parties acknowledge and agree that the fabrication, delivery and installation of the Artwork must be completed by the Artist on or before December 31, 2025, unless the City agrees to a further extension of the project schedule."

Section 2 Ownership Clarified

2. The parties agree that Section 2(1) is deleted and replaced with the following:

- "2. (1) The City shall own the Artwork upon the completion and installation and payment of the Fee to the Artist, and the Artwork shall become part of the City's public art collection."

New Section Added Regarding a Dispute Resolution Process

3. (1) In order to attempt to resolve disputes promptly and in an amiable manner, the parties shall follow an informal dispute resolution procedure. If a dispute arises under this Agreement which is not resolved by the operational personnel involved, the relevant Manager for the City of Saskatoon shall be advised. The Manager and the Artist shall meet within 7 business days of the dispute arising.
- (2) In the event that the Manager and the Artist is unable to resolve any such dispute, the matter shall be elevated to the relevant Director of the City of Saskatoon and, as above, the Director and the Artist shall meet as promptly as possible to discuss and resolve the matter.

- (3) The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement that has not been resolved through the dispute resolution process to non-binding mediation. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location in the City of Saskatoon, or virtually, no more than 30 days after the Director and the Artist have failed to reach agreement. The costs and expenses of mediation, including compensation and expenses of the mediator is to be paid by the City.
- (4) If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

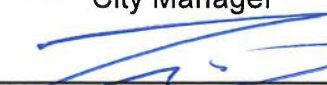
Remaining Terms

4. All other terms and conditions in the said Agreement shall remain in full force and effect.

City of Saskatoon



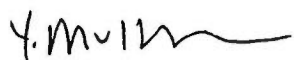
City Manager



City Clerk



Sans façon



Witness
Yvonne Mullock



Charles Blanc



Tristan Surtees

Third Amending Agreement

This Amending Agreement made effective the 31st day of October, 2025.

Between:

City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1 (the "City")

– and –

Sans façon, the Artist Team, composed of Charles Blanc and Tristan Surtees that is prepared to do a project for the City of Saskatoon, in the Province of Saskatchewan under the *nom de plume* of **Sans façon** (the "Artist")

Whereas:

- A. The parties entered into a Public Art Commissioning Agreement on December 1, 2022 (the "Agreement") for three erratic sculptures (the "Artwork") to be fabricated and installed in various City of Saskatoon parks or facilities;
- B. The project has experienced significant delays but both parties share a mutual interest in completing the project successfully; and
- C. The parties wish to revise the timeline for completion of the Artwork set out in the Agreement, which makes necessary this Third Amending Agreement.

Now therefore the parties agree as follows:

Timeline Amended

- 1. The parties agree that Section 1 of the Agreement is amended by replacing both the date "October 31, 2025" in subsection 1(4) and the date "December 31, 2025" in subsection 1(8) with the date "June 30, 2026".

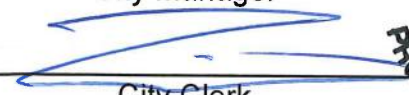
Remaining Terms

- 2. All other terms and conditions in the said Agreement shall remain in full force and effect.

City of Saskatoon



City Manager



City Clerk



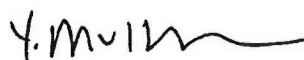
Sans façon



Charles Blanc



Tristan Surtees



Witness