



Tipton, IN

Public Art Master Plan

Welcome & Acknowledgements

This is the time for art. Tipton is experiencing a new energy: every day we see more businesses, more activity, and more opportunities to connect.

Entrepreneurs create new shops, restaurants and amenities in our downtown.

Community-benefit organizations like Tipton Trails and the Farmer's Market create places for people to enjoy the natural bounty around us. Our school system is enhancing its offerings and beautifying its campus. All of this while we sit only a few miles from a rapidly growing metropolitan area.

A focus on public art is the next step for our community. Last year the city created the Tipton Public Arts Commission (TPAC) with the goal of legitimizing art as a public benefit, being the steward of public art, and removing the barriers between the artistic community and the projects they wish to carry out.

TPAC, over the course of 2025, engaged an artist-in-residence to gather community input and create a short film, to serve as a foundation for the city's artistic identity.

Public art tells our story, brings generations together, and creates spaces where people want to gather. It educates, builds community, and boosts economic vitality. Murals, sculptures, and creative installations draw visitors, encouraging people to spend more time downtown, supporting the small businesses that give our town its character. By investing in public art, we're investing in a place that is vibrant, welcoming, and memorable.

This plan is intended to start the conversation about how we bring creativity to the center of our community. We hope it aids city residents in building a culture of creativity, and seeking opportunities to beautify and deepen Tipton's identity. The tools and information in this plan will change over time, but we will continue to seek feedback and public input.

Art is important, not just to artists and those who enjoy it, but to all healthy communities.

Chad Huff

Chair

Tipton Public Arts Commission

Acknowledgements

The City of Tipton, for recognizing that public art as a legitimate piece of a thriving community.

Mayor: Kegan Schmicker

Mayor's Administrative Assistant: Jenny Frodge

City Council: Rich Vautaw, Joe VanBibber, Tim Richards, Nathan Kring, Rick Rippy

City Board of Works: Kegan Schmicker, Ken Ehman, Nathan Kring

The Indiana Arts Commission and the Indiana Communities Institute for providing resources, both monetary and educational, which allowed TPAC to get the ball rolling.

The Tipton County Public Library, for facilitating space for the arts commission and lending expertise and previous community input to this plan.

The Tipton County Foundation and Tipton County Commissioners, for developing the County-Wide Vision plan, on which some goals of this plan are based.

Vision, Purpose, & Goals

Why public art?

Public art is an investment for rural communities, offering cultural, economic, and social returns.

First, it celebrates local heritage and identity. Public art can turn stories of placemaking, agriculture, traditions, and landscapes into lasting, visible expressions of pride.

Art also fuels economic vitality. By attracting visitors, encouraging foot traffic to local businesses, public art makes a town into a destination rather than a place you pass-through.

Collaborative art projects strengthen community ties, bridging generations and backgrounds while fostering a sense of ownership and belonging. By transforming parks, main streets, and gathering spaces into vibrant, welcoming places, public art enriches daily life and nurtures creativity, especially for youth.

Most importantly, public art signals resilience, showing that a rural community can honor its traditions while embracing innovation. Public art is an essential tool for building identity, cohesion, and vitality.

Shared Definitions

What is Art?

Art is the product of a diverse range of human creative expressions authored by a person who identifies as an artist. While often art is a visual expression like painting or sculpture, other disciplines and senses may be involved. Art includes music, dance, theater, and other performative artists and activities as well as projects that involve sound, scent, taste, etc.. Typically, successful artworks demonstrate some or all of the following: technical proficiency, conceptual underpinnings (ideas that drive the resulting work), beauty, and/or emotional power.

Who is an artist?

An artist is anyone who creates art! Professional artists engage with clients and communities and create pieces which reflect certain themes, ideas, or cultures. "Hobby" artists can be anyone who actively pursues an artistic discipline for their own expression and enjoyment.

What do we mean by "public" space?

Public space is any place that is open, accessible, and visible to the general public. An interior public site would be accessible to the general public during normal building operating hours without a special permit, pass, or ticket. A public space doesn't have to be publicly owned or funded. Examples may be an exterior wall of a privately owned building that is public facing, or an exterior plaza or greenspace within a large private development that is open to the public.

So, what is “public art?”

Public art is art which is exhibited or installed in a “public space” Public art or art in public space does not necessarily mean that the art is located in a publicly owned space. Rather, the art must be public facing and accessible to the public per the above public space definition. It also does not necessarily mean that the art is publicly funded using taxpayer dollars. Private developers and private property owners frequently fund their own public art for a number of reasons, such as the following:

Public art is good for business.

It provides a new landmark and unique sense of identity to a place.

It fulfills obligations under ordinances or development agreements to provide a quality-of-life amenity for the town to mitigate growth.

Public art may be “permanent,” which simply means that efforts are taken to maintain the work as long as that is reasonably possible, or “temporary,” meaning for a limited, defined, time.

Tipton Public Arts Commission

Created by City ordinance in 2024, the Tipton Public Arts Commission (TPAC) exists to steward the creation, integration, maintenance, and identity of public art. Its main goals are...

#1. To Develop the Tipton Public Art Collection by...

enhancing the visual environment of public spaces for residents and visitors;

promoting distinctive and diverse artwork that communicates the community's sense of spirit, identity, and pride;

strengthening the positive reputation, brand and stature of the City of Tipton and its neighborhoods;

legitimizing and coordinating existing public art and plan for its maintenance

#2. To Support local creative energy by...

improving access to the arts for all citizens of the city and advance citizen understanding of public artwork and its civic role;

creating opportunities for engagement and civic dialogue among diverse citizens of the city;

celebrating and advocating for artists and the important role that the arts play in our community.

#3. Facilitate intergenerational connections by...

Commemorating the city's collective memory and history;

Commemorating the community's cultural and ethnic diversity;

#4. Generate local economic impact through the arts by...

Promoting and supporting programs for tourism, culture exchange and goodwill

Promoting and supporting the economic development and vitality of the community

This master plan aims to inspire and instigate public art in Tipton. TPAC is the steward of this plan, but not the owner. The plan helps TPAC define its focus, although the commission may not be the driving force behind projects that otherwise fit the parameters outlined herein. The role of the Tipton Public Arts Commission includes:

Initial point of contact for City public art projects (i.e. public property/right of way, art projects using public funds, or art projects generating from City)

Artist liaison for such projects, including support to generate artist calls like a request for qualifications

Advisor or coach for City and non-City public art projects as needed

What types of public art could be right for Tipton?

Images of these types of public art can be found [here](#). Remember that they only serve as inspiration and to build common understanding.

Murals, including vertical exterior building faces and horizontal surfaces like walkways and trails. Excellent for bringing color and attention to corridors, and serving as landmarks or gateways. Relatively low cost projects with short implementation timelines and short to medium lifespan.

Sculptures, especially eye-catching forms that enhance a highly trafficked area or activate an underused public space. Moderate to high cost projects with varying timelines and medium to long lifespans.

Bespoke functional objects, especially integrated into city infrastructure, such as artistically designed utility objects like waste receptacles, manhole covers, benches, street lamps, stamped concrete (including poetry or simple designs) etc. Coordinating, subtle aesthetics reflect the city's overall personality and way of life. Project cost, timeline, and life span varies.

Interactive, media-integrated art like projection mapping, light installations, augmented reality, responsive sound art, and more. This type of art is less common and potentially very intriguing to out-of-town visitors, but can also be a delightful and surprising way for residents to experience the history and future of familiar structures. The cost of these projects will vary, the implementation timeline could be medium to long, and the life span will be relatively short.

What themes might this art explore?

Public art is beautiful, intriguing, inviting, and often communicates a theme, story, or idea. One might experience an artwork's theme by simply looking at it, reflecting on it, interacting with it, or watching others do so. Ultimately, it doesn't matter if an artwork's theme fully connects with every viewer, but a thematic framework helps the Tipton Public Art Commission find, commission, and select artworks.

Here are some themes that could be well-received in the community:

Family, intergenerational connections, opportunities for youth

Recreation, play, memorable experiences

History of place and residents

Acknowledge agricultural history yet celebrate other aspects of the community and imagine new futures

Where might this art happen?

Art can happen anywhere. Public art is meant to be enjoyed from a public-facing space. The goal of this master plan is to prioritize art in places that are publicly accessible; that revitalize, beautify, or improve an underserved space, or strongly impact the identity of the community.

Here are some ideas...

Downtown Tipton

Some of the most exciting growth is happening downtown. The courthouse square, walkways, alleys, and storefronts are all options for public art.

Trails

Trails offer a unique range of possibilities for art. Not only are these usually publicly owned spaces, but plans for their safety and maintenance likely already exist, meaning there might be an easy partnership with the City or the Parks Department. Sculptures or artistic enhancements to the walking path itself are great ways to beautify the existing trail.

City Gateways

Everyone wants to show off the city they love, and the gateways to the community are a great place for locals and passers-by alike to see our unique character.

City-Owned Buildings

Municipal buildings, sports complexes, and offices are prime locations for permanent public art. Additionally, even vacant buildings or active construction projects could make great places for temporary installations.

Schools

School campuses are the heartbeat of the community. Partnerships with administrations can lead to great opportunities for education and inter-generational public art projects.

What's next?

The Tipton Public Arts Commission has drafted this 5-Year Outlook. Hopefully, this will serve as a base for bringing art into the public space. This is meant as a roadmap for the future, not a restriction. TPAC is not an agency to tell others what they can and cannot do in the realm of public art, but a resource for advancing together.

2025

Theme: Visioning

Project: Artist in Residence and Tipton-Inspired Short Film

Goals

1. Contract and engage an artist in residence
2. Involve our inter-generational community through scheduled engagements
3. Premiere a short film by the artist inspired by their time in Tipton

2026

Theme: Identity

Projects: Gateway Signage and Public Art Integration with Baseball Complex

Goals

1. Engage an artist to advise on and/or create artistic signage for at least one entrance to the City of Tipton
2. Work with City leadership and contractors to engage artists and implement some form of art at the new baseball fields
3. Seek public input about future opportunities to showcase Tipton

2027

Theme: Empowerment

Project: City Gateway Signage + Others to be Determined

Goals

1. Create a volunteer base of citizens interested in learning more about public art and assisting in future projects
2. Identify small scale projects and create project templates for public use

2028

Theme: Starting Small

Projects: City Gateway Signage + Others to be Determined...

Goals

1. Seek funding for small scale projects identified in 2027

2029

Theme: Celebration

Project: Event-Based Celebration of Art

Goals

1. Celebrate projects so far through parties and events
2. Re-evaluate community priorities and plan for the future

I have a project idea. What next?

Community members are encouraged to reach out to arts@tipton.in.gov with questions about implementing their own public art project now or in the future. We may be able to provide advice and coaching, and we hope to continue learning about the community's ideas and potential projects.

A Living Resource

The information in this document will continue to grow with each project, including:

- Guidance on maintenance of implemented artworks

- Guidance on artist engagement

- Information and tips for anyone in Tipton to spark public art

Your feedback helps us keep apprised of the community's needs and to identify any common barriers or challenges.

Appendix

Case Study, TPAC Ordinance, Example Artist RFQ, Example Artist Contract

Example Case Study - Artist in Residence

The Why - Tipton was in need of an identity, and a culture shift regarding the arts. We didn't need another mural, or point-in-time product, but a process and a professional eye toward who we are and what we care about. Bringing in an artist for an extended time is the way to create that conversation and generate the beginnings of a cultural shift.

The Funding - The arts commission found funding from the Indiana Arts Commission, through a program with the Indiana Communities Institute.

The Process - The commission created an RFP, which visioned the outcomes we hoped for. This was nonprescriptive. We sought the skills of an artist centered around teaching and community engagement. We did not request a product, which is where artist engagement differs from contract work. After the RFP was put out, we determined finalists and interviewed five artists from different backgrounds and disciplines. Diversity was key.

The Output - To best learn the community, the artist committed to engagements in partnership with the Tipton County Boys & Girls Club, Encore Lifestyle and Enrichment Center, and the Tipton County Public Library. Connections for these engagements required local champions and willing volunteers.

The plan was to host engagements and learning opportunities with specific populations (youth, seniors, general public) in an effort to start conversations about art in ways that resonated with locals, as well as to educate the artist about the community.

This assisted the artist in developing a theme around which to build the final product; a short film inspired by the community, its heritage, and its people.

Finally, the commission worked with volunteers and the artist to premiere the film for the community. After which, the city will license the film for use.

The Desired Outcome - The desired outcome is the awakening of an artistic identity and a culture of creativity for Tipton. The encouragement of Tipton citizens to see their space, their connections, their history, and their future through a creative lens.

ORDINANCE NO. 2024-06

AN ORDINANCE TO ESTABLISH THE TIPTON PUBLIC ARTS COMMISSION

WHEREAS, the City of Tipton desires to create a public arts commission in order to enhance the environment of the City, attract new business and residents, encourage the community's artists and residents to engage in creative activities and artistic development, and develop and implement a unified public art strategy for the community, and

WHEREAS, the City of Tipton has a burgeoning arts community and it is in the interest of the citizens of the community to organize and establish a commission to represent the interests of art within the community, and

WHEREAS, it is prudent for the City of Tipton to receive input from citizens with an interest and expertise in the arts.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TIPTON, THAT:

1. ESTABLISHMENT.

The Tipton Public Arts Commission is hereby created for those purposes set forth in this chapter.

2. MEMBERSHIPS; TERMS.

(A) Membership. The Tipton Public Arts Commission shall be composed of five members, three members appointed by the Mayor and two appointed by the City Council. Members serve without compensation.

(B) Terms. Members will serve for three-year terms and may be reappointed for one consecutive three-year term. No member may serve more than two consecutive three-year terms, but he or she is eligible to be appointed to the Public Arts Commission again after at least a one-year absence. If a vacancy occurs, a successor shall be appointed in the same manner as the departed member, and the successor shall serve the remainder of the vacated term. Initially, terms will be staggered as follows:

- (1) Two members to serve for one year;
 - a. One (1) Mayor Appointment; One (1) Council Appointment
- (2) Two members to serve for two years; and
 - a. One (1) Mayor Appointment; One (1) Council Appointment
- (3) One member to serve for three years.
 - a. One (1) Mayor Appointment

(C) Chair. The Chair of the Public Arts Commission is a current member of the Public Arts Commission. The Chair will be elected by the members of the Commission.

3. PURPOSE AND GOALS.

- (A) Purpose. The primary purpose of the Tipton Public Arts Commission is to integrate artworks into the public realm and assist with city-led beautification efforts. The secondary purpose of the Tipton Public Arts Commission is to serve in an advisory role to private property owners who wish to integrate artworks in the development or improvement of publicly accessible or visible private property.
- (B) Goals. The goals of the Tipton Public Arts Commission are as follows:
- (1) Enhance the visual environment of public spaces for residents and visitors;
 - (2) Strengthen the positive reputation, brand and stature of the City of Tipton and its neighborhoods;
 - (3) Promote distinctive and diverse artwork that communicates the community's sense of spirit, identity, and pride;
 - (4) Improve access to the arts for all citizens of the city and advance citizen understanding of public artwork and its civic role;
 - (5) Create opportunities for engagement and civic dialogue among diverse citizens of the city;
 - (6) Commemorate the city's collective memory and history;
 - (7) Commemorate the community's cultural and ethnic diversity;
 - (8) Promote and support programs for tourism, culture exchange and goodwill;
 - (9) Promote and support the economic development and vitality of the community;
- and
- (10) Celebrate and advocate for artists and the important role that the arts play in our community.

4. DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"ARTIST." A practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and recognized ability who produces artworks.

"DEACCESSIONING." A procedure for the withdrawal of an artwork from the public collection.

"PUBLIC ART." Artwork that is accessible or visible to the public. "PUBLIC ART" may be located on public land, in public facilities, or on private land that is accessible or visible to the general public. This may include sculptures or murals but would not include art hanging in a gallery. "PUBLIC ART" may or may not be city-owned.

"PUBLIC ART PROGRAM GUIDELINES." Rules and processes established by the Public Arts Commission for the governance of the public art program.

"PUBLIC ART PROJECT." Creation, commission or acceptance of a specific work of art for a specific public location.

"SIGN." A sign which directs attention to a business, commodity, service, activity or product sold, conducted or offered on the premises listed on such sign.

5. RESPONSIBILITIES.

(A) The Public Arts Commission shall develop and maintain a collection of public art that is of the highest quality, that encompasses a broad aesthetic range reflecting the city and the minds of its citizens, that improves the quality of life in the area, that is accessible to all individuals and that is a source of pride to all residents. The Public Arts Commission will not regulate business signs. Specifically, the Public Arts Commission is entrusted with the following responsibilities:

(1) Develop, adopt, and administer policies and procedures pertaining to the planning, selection, placement, maintenance, relocation, and deaccessioning of public art that is located on public or publicly controlled land or in public facilities;

(2) Develop, adopt, and administer policies and procedures regarding the use of city funds spent on public art, selection of artists, review of designs, installation of artwork, and the adoption of protocols and other policies as may be deemed necessary. This will not include the installation of business signage or billboards;

(3) Function as the selection committee to direct the recruitment, review, selection, conceptual schematic design, and construction for public art projects. The Public Arts Commission may form a subcommittee of at least two members to oversee the process of public art projects; and

(4) Create and maintain a public art master plan.

(B) The City of Tipton Common Council shall consider for adoption all policies and procedures adopted by the Public Arts Commission including, but not limited to, any guidelines, enforcement and penalties.

6. MEETINGS.

The Commission shall meet at least once in each calendar year with frequency determined by the members. Meetings shall comply with the Indiana Open Door Law, I.C. 5-14-1.5.

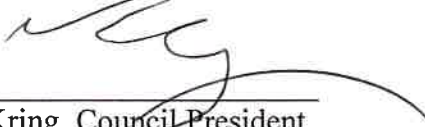
7. FUNDING SOURCES AND USES FOR THE PUBLIC ARTS COMMISSION.

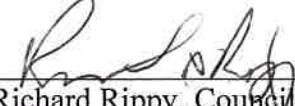
Any funds needed for projects, acquisition, administration, or enforcement under this subchapter shall be subject to the standard processes and policies that govern the City of Tipton's budgeting and expenditures.

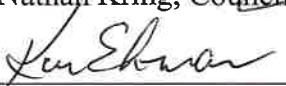
This Ordinance shall be in full force and effective upon passage by the Common Council of the City of Tipton and its publications as provided by law.

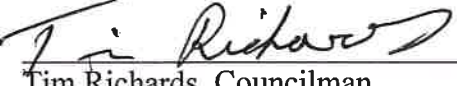
Passed on the 22 day of July, 2024 on the first reading; and

Adopted this 12 day of AUGUST, 2024 on the second and final reading.


Nathan Kring, Council President


Richard Rippey, Councilman


Ken Ehman, Councilman

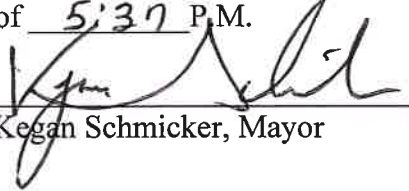

Tim Richards, Councilman


Rich Vautaw, Councilman

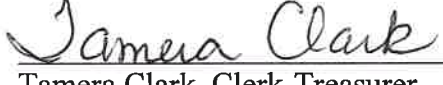
Presented by me, Tamera L. Clark to the Mayor of the City of Tipton, on the 12 day of AUGUST, 2024 at the hour of 5:37 P.M.


Tamera L. Clark, Clerk-Treasurer

This ordinance is hereby APPROVED by me, Kegan Schmicker, on the 12 day of AUGUST, 2024 at the hour of 5:37 P.M.


Kegan Schmicker, Mayor

Attest:


Tamera Clark, Clerk-Treasurer

This Instrument Was Prepared By:
Matthew B. Quigley
City of Tipton, Attorney
117 North Main Street
Tipton, Indiana 46072
Attorney, No. 23099-49



Request for Qualifications:

(PROJECT NAME)

Application Deadline: _____

Contact: NAME, PHONE, EMAIL

Project Description

Fully describe the scope of the project, including the most specific available information about intended outcomes.

Compensation

The artist will be compensated \$----- for the activities listed herein. This fee is intended to be inclusive of the artists' professional services and covers all materials, equipment, travel costs, and any other expenses related to the activities.

Timeline and Location

Provide a timeline and any specific location or travel expectations. Be sure to indicate and hard deadlines or expressly state flexibility where applicable.

Activities

Describe all expected activities, with details where needed. If some of the activities will be up to the artist to determine, provide any guidelines or expectations.

Requirements

List the qualifications and characteristics of a strong candidate. Be sure not to be overly prescriptive or limiting in your requirements.

How to Apply:

List the application method and the required submission materials here. Be sure to include any preferred formats and a deadline. Always provide a line of contact for questions, and a notification of any applicant requirements. (Example: projects involving minors may require a background check.)

Additional Information

Where possible, provide contextual information about the location, scope, or landscape of the work. This might be a background paragraph on past projects, the history of a place, or even demographic information on the intended audience.

PROFESSIONAL SERVICES AGREEMENT:

(PROJECT NAME)

This Professional Services Agreement (the "Agreement") is made by and between _____ (your organization) and _____ (the "Contractor") (collectively, the "Parties").

WHEREAS, (your organization) recognizes the value of (project). (your organization)'s obligation to the Contractor is as follows:

1. Compensate the Contractor \$8,000 for the activities listed herein. This fee is intended to be inclusive of the artists' professional services and covers all materials, equipment, travel costs, all costs of doing business or other expenses related to the activities.
2. Closely coordinate and collaborate with the Contractor to plan all engagements and support logistics like securing locations, setup, and teardown.
3. Lead marketing efforts related to the residency events and public engagements with input from the Contractor and partnering organizations.
4. Initiate communication and support partnerships between the Contractor and relevant community partners to implement residency engagements.

WHEREAS, (your organization) has selected the Contractor to implement (project) engagements (collectively, the "Services"); and

WHEREAS, the Contractor is able to perform the Services and is willing to accept the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, (your organization) and Contractor hereby agree to the following terms and conditions:

1. Terms and Termination: This Agreement shall take effect upon signature and shall expire at _____, or at such time as Contractor fulfills the assigned scope of work, whichever occurs sooner.

If Contractor fails to fulfill any of Contractor's obligations under this Agreement in a timely or proper manner, or if Contractor violates any of the covenants, agreements, or stipulations of this Agreement, (your organization) thereupon shall have the right to terminate this Agreement by giving Contractor written notice of termination at least seven (7) days before the stated effective date of termination. Without limiting any other legal or equitable remedy that may be available to (your organization), if, upon termination of the Agreement for cause pursuant to this Section 1, (your organization) reasonably determines that the Work Product is in such a state that the Services can be completed without Contractor's further involvement, (your organization) shall have the right to complete the Services without the obligation to further compensate the Contractor.

(your organization) may terminate this Agreement at any time and for any reason by giving at least seven (7) days written notice to the Contractor. If the Agreement is terminated by (your organization), Contractor will be entitled to a portion of the Contractor fee proportionate to services actually performed and less any Contractor's fee installment payments previously made. Additionally, Contractor is entitled to a \$ _____ cancellation fee regardless of services actually performed. This fee is meant to compensate the Contractor for the time, effort, and opportunity costs of having allocated resources and declined other potential projects based on the commitment from (your organization).

2. Scope of Services. The Contractor shall perform the following services:

- A.
- B.
- C.

3. Compensation. For the Services, (your organization) shall compensate the Contractor \$ _____ to be paid in installments upon invoice.

In order to receive payment, the Contractor must provide (your organization) with the following: completed IRS W-9 form, signed contract, and invoice for services rendered. Payment will be mailed to the Contractor within 30 days of receipt of above.

4. Independent Contractor. The Parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of (your organization). As such, Contractor is solely responsible for any and all taxes and none shall be withheld from the sums paid to the Contractor. Contractor agrees to defend, indemnify and hold (your organization) harmless from any liability for taxes due from Contractor. Contractor acknowledges that Contractor is not insured in any manner by (your organization) for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate (your organization) in any way without the prior approval of (your organization).

5. Credits and Acknowledgments. (your organization) shall have the right at its discretion to release information or to publish any materials or photographs related to (project) activities. (your organization) agrees that such information or material will be acknowledged as the original work of the participant if applicable. (your organization)'s publication of material or information will be used for publicity or educational purposes only. Contractor retains ownership rights to all works created by the Contractor as a result of residency activities but agrees that documentation of these works shall be available to (your organization) for its use.

6. Attorney's Fees and Penalties. (your organization) will in good faith perform its obligations required hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

7. **Governing Law.** The laws of the State of Indiana shall govern this Agreement.

8. **Interpretation.** Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement shall not be construed against any party by reason of its preparation.

9. **Indemnification.** Participant shall indemnify and hold harmless (your organization), its employees, its agents, and appointees from any and all claims or threats of claim, costs, loss, liability, judgment or lien, including reasonable attorney fees arising out of any negligent acts or exclusions of (your organization) or their representatives, agents, or employees of (your organization) or their representatives, agents, or employees in any manner connected with the performance of the services related to this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between (your organization) and Contractor. This Agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to Contractor's anticipated services.

11. **Non-Modification.** This Agreement may not be amended or modified except by means of a written document, signed by both parties, and no waiver of the terms hereof shall be in effect unless in writing and signed by the party making such waiver.

12. **Contractor Acknowledgements and Certification.** Contractor acknowledges and certifies each of the following:

- A. Contractor understands and accepts the terms, covenants, and conditions contained in this Agreement;
- B. (your organization) has accorded Contractor ample time and opportunity for Contractor to consult with independent legal counsel and other advisors of Contractor's own choosing concerning this Agreement prior to its execution;
- C. Any statements, oral or written, by (your organization) preceding the execution of this Agreement were for informational purposes only and do not constitute any representation or warranty;
- D. Contractor has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person other than a bona fide employee working solely for Contractor to solicit or secure this contract;
- E. Contractor has not agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.

The Parties, having read and understanding the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

(YOUR ORGANIZATION)

Signature: _____

Date: _____

Title: _____

“CONTRACTOR”

Signature: _____

Date: _____

Print Name: _____