



Name of Contractor: Nichole Rathburn
Address: 701 Yakima Ave #305, Tacoma, WA 98405

Date: 3/29/2021

Re: Subcontracting Agreement

Dear Nichole Rathburn:

We are pleased to have you join Seattle Parks Foundation as an independent contractor. *Seattle Parks Foundation acts as fiscal sponsor to the Eli's Park Project.

Independent Contractor Status

You understand that you are engaging with Seattle Parks Foundation ("Foundation",) as an independent contractor and will provide an IRS W-9 Form along with this signed agreement. This agreement does not create any partnership, joint venture, co-ownership, agency, or employment relationship between you and Seattle Parks Foundation. Seattle Parks Foundation will not act for you as your agent or make commitments for you or on your behalf.

Seattle Parks Foundation is paying you for work performed based on invoices you submit or otherwise as determined by the Foundation; you will be responsible to pay your own federal, state and local business taxes from the money you earn. At the beginning of the year you will receive a 1099-MISC form from Seattle Parks Foundation with a total amount that you were paid in the previous year, not including reimbursements for expenses. As a self-employed individual, generally you are required to have a business license with a UBI #, file an annual return and pay estimated tax quarterly. For further information, go to the following link read through state and federal rules on self-employment/small businesses https://www.business.wa.gov/site/alias_business/880/small-business-guide--run.aspx

Scope of Project

Artist must furnish all of the materials and perform all of the work for the Project as described below. The Artist's work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with this Agreement.

Project description: Artist will design and fabricate 5 or more bronze sculptures ranging in size from roughly 3"-12". Artist will also deliver the sculptures to Eli's Park Project along with instructions for installation and maintenance.

Protection, Prevention of Site Access and Risk

The Artist assumes all risk of loss or damages under this agreement arising out of the nature of the work, the elements, carelessness of the Artist, or from any other causes which may be encountered in the performance of the work, until final acceptance of the Project by Eli's Park Project (fiscally sponsored by the Foundation).

Completion and Payment

The Artist shall have all work within the project scope completed by July 1st 2021. Any extensions of time must be agreed to in writing by both parties.

The Foundation (on behalf of EPP) agrees to compensate the Artist as follows: Total Fees: \$8,000 will be paid in 2 payments of 50% each.

Payment 1 – Upon signing of contract and subsequent submittal of 1st invoice = \$4000 Payment 2- \$4,000 (upon completion of project and acceptance of any tangible items by Eli's Park Project-July 2021).

Invoices shall be submitted by Artist to the Foundation via Hannah Viano (Art coordinator for Eli's Park Project) for each payment and payment shall be made directly to the Artist by the Foundation. A W-9 form will be required prior to payment.

The Artist is responsible for all costs including but not limited to; taxes, labor, equipment, subcontractors, engineering, permits, fees, insurance, and materials required to install the art, including any travel costs or other direct charges related to the performance of the contract.

Ownership and Rights Related to the Project

Ownership. Ownership of the Project shall pass to the Seattle Parks Department upon Final Acceptance. The Artist shall confirm in writing that ownership of the Work belongs to Seattle Parks Department at that time, and submit a maintenance plan for any tangible items.

Reproduction. In view of the intention that the Project in its final form shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of EPP. Artist grants to EPP and its assigns an irrevocable license to make two dimensional reproductions of the Project for non- commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity-including online platforms, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. The Artist, however, may use photographic reproductions of the Project in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions used in advertising brochures, media publicity, and catalogues or other similar publications. Any two-dimensional reproduction by EPP shall contain a credit to Artist whenever possible.

Warranties

Uniqueness. The Artist represents and warrants to EPP that the Project is artistically unique, and agrees not to create or be involved in the creation of an identical artwork.

Workmanship. Artist warrants to EPP that all work performed will be performed in a workmanlike manner, and any tangible items included in the final park construction will be free from material or workmanship defects for a period of 2 years from acceptance. If needed the Artist will replace or repair defective items at their own cost.

Materials. The Project, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

Misc. Provisions

Covid-19. The Artist will follow all current state mandated guidelines for Covid-19 safety precautions when working with the general public during the scope of the project.

As a self-employed person, you are allowed to deduct your costs of being in business for yourself from your income taxes, however, you cannot be reimbursed for these costs via payment from Seattle Parks Foundation, you will need to choose one or the other option, not both.

This agreement shall only be amended upon the written approval of both parties. You are not permitted to assign your rights, duties, or obligations under this agreement to any other party without prior written consent from Seattle Parks Foundation.

This agreement constitutes the entire agreement between you and Seattle Parks Foundation with respect to the performance of the services set forth above. This agreement supersedes any previous agreements between these parties relating to the performance of these services.

Termination

This agreement will continue until completion of the services, unless terminated earlier by either party upon 15 days advance written notice. Should either party terminate this agreement prior to the end of the term, you will be paid by Seattle Parks Foundation the unpaid portion of fees for services that were performed.

Notwithstanding the previous paragraph, if you intentionally or repeatedly do not abide by these terms, and the situation is not resolved within 10 days of receiving written notification from Seattle Parks Foundation, we reserve the right to end your contract immediately.

Handling of Disputes

This agreement will be governed by and construed in accordance with the laws of WA. Any dispute that arises relating to this agreement shall be settled by arbitration in King County, WA, in accordance with the rules of the American Arbitration Association, provided that discovery shall be governed by the civil procedure rules of WA or any successor statute, and judgment upon the award rendered may be entered in any court having jurisdiction. You agree to waive any objection to the jurisdiction of such venue.

It is a pleasure to have the opportunity to work with you. If you are in agreement with the terms of our engagement, please sign in the space provided below and return a signed copy.

Shava Lawson

Shava Lawson, Director of Fiscal Services
Seattle Parks Foundation
shava@seattleparksfoundaiton.org
105 S. Main St. #235
Seattle, WA 98104

30 day of _March_, 20_21_

Nichole Rathburn

Nichole Rathburn
Nichole.rathburn@gmail.com
701 Yakima Ave #305
Tacoma, WA 98405

29 day of March, 2021

Paige Reischl

Paige Reischl
Community Volunteer,
Eli's Park Project
pmreischl@gmail.com
4801 38th Avenue NE
Seattle, WA 98105