



## ARTWORK PURCHASE AGREEMENT

This Artwork Purchase Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

### Artists:

Gillie and Marc Pty Ltd  
19-21 Byrnes Street,  
Botany NSW 2019  
Australia  
+61 2 9666 3337

### Client:

Martin County Board of County Commissioners  
2401 SE Monterey Rd.,  
Stuart, FL 34996  
United States  
Phone: (772) 419-6951

### 1. Purchase of Artwork

The Client agrees to purchase the artwork titled '*It Was a Windy Day They Would Never Forget*'.

### 2. Description of Artworks

**Title:** *It Was a Windy Day They Would Never Forget*

**Dimensions:** 85.8 x 76.8 x 31.5 inch (H\*L\*W) 780 lbs

**Edition:** /6

Image included for reference





### 3. Transport and Logistics

- a) The Artists will manage the shipping of the Artwork and agree to cover shipping costs directly related to the shipping.
- b) The Client agrees to appoint a warehouse facility to receive the Artwork with a forklift to offload it from the truck and will make all reasonable efforts to ensure a site contact is available at the time of delivery to receive the artwork.
- c) The Client agrees to unpack and install the Artwork at their cost. Any damages of the Artwork need to be reported within 7 calendar days of arrival.

### 4. Purchase Term

- a) The Purchase fee is USD 33,000 (excluding customs duties, tariffs and any other government taxes and charges, applicable at destination not to exceed \$4,050). The purchase fee shall be made in two instalments. First, a deposit of \$16,500 shall be due prior to shipment of the Artwork and the second instalment of \$16,500 plus customs duties, tariffs and any other government taxes and charges shall be due within seven (7) business days of delivery of Artwork to Client.
- b) The ownership of the Artwork transferred to the Client upon the Artists' receipt of the second instalment.

### 5. Insurance and Liability

- a) The Artists will cover the cost of any damage of the Artwork during transit.

### 6. Copyright and Documentation

- a) The Artists retain full copyright over the Artwork.
- b) The Client may document, photograph, and promote the exhibition, provided that proper credit is given to the Artists.

### 7. Public Records

PUBLIC RECORDS. Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to the ARTISTS that such disclosure is required. ARTISTS shall comply with public records laws, specifically, ARTISTS shall:

- (i) keep and maintain public records required by COUNTY to perform the service;
- (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if ARTISTS does not transfer the records to COUNTY; and



(iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of ARTISTS or keep and maintain public records required by COUNTY to perform the service. If ARTISTS transfers all public records to COUNTY upon completion of this Agreement, ARTISTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARTISTS keeps and maintains public records upon completion of this Agreement, ARTISTS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF ARTISTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, [PUBLIC.RECORDS@MARTIN.FL.US](mailto:PUBLIC.RECORDS@MARTIN.FL.US), MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

#### 8. Signatures

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

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ELYSSE ELDER, ACTING COUNTY ATTORNEY



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GILLIE SCHATTNER

GILLIE AND MARC PTY LTD

19-21 BYRNES STREET,

BOTANY NSW 2019, AUSTRALIA

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MARC SCHATTNER

GILLIE AND MARCH PTY LTD

19-21 BYRNES STREET,

BOTANT NSW 2019, AUSTRALIA