

Donation Agreement

Between the artist, Oscar Tuazon, 3926 Carnavon Way, 90027 Los Angeles, USA
- the Donor -

and

the City of Münster, represented by the Mayor, represented by the City of Münster's Cultural Office, Ms Frauke Schnell, D-48127 Münster
- the Recipient -

the following Donation Agreement is hereby concluded.

The artist (hereinafter referred to as the Donor) hereby donates to the City of Münster (hereinafter referred to as the Recipient) the artist's work entitled "Burn the Formwork" (sculpture) located on the Hafengrenzweg (see photo).

The Recipient hereby accepts the donation.

With the conclusion of the gift, the Donor gives the Recipient a copy of the plans, sketches, calculations for purposes of structural analysis and stability, photos of the structure, and, if available, a list of materials actually used in the construction of the sculpture at the time.

Section 1 Description of the sculpture / location of the site

Title / name of the work: "Burn the Formwork" / "Verbrennt die Verschalung"
Concrete, wood, fire
370 x 530 x 530 cm
Sculpture Projects Münster 2017

Site: Plot belonging to Stadtwerke Münster (municipal utilities) between the Hafengrenzweg and Albersloher Weg, Münster District, plot 148, land parcel 513

Materials: Steps and walls made of concrete, inner stack of chimney made of firebricks, substructure for stairs and pedestal made of wood

Dimensions: Diameter: approx. 530 cm, height: approx. 370 cm



"Burn the Formwork" by Oscar Tuazon

In the course of the 2017 Sculpture Projects scheme, the artist Oscar Tuazon installed on a disused industrial site on the Hafengrenzweg in Münster the sculpture entitled "Burn the Formwork". It has the form of a concrete object that can be used by various groups of people as a public fireplace. The cylindrically-shaped sculpture allows utilization as a grill, a warm-up area and a lookout tower. The centre of the work is a chimney-like column (concrete), comprising an integrated (firebrick) hearth in its interior. A spiral-shaped, rising staircase made of concrete steps plus a concrete pedestal, surrounded by a round concrete wall at the side, surrounds roughly two thirds of the chimney.

Through a pipe system, the exhaust air is conveyed below the steps to the fireplace. This heat-emitting sculpture, that would be hardly conceivable as an item of official architecture in the regulated urban space, takes on a social dimension.

Section 2 Commitment on the part of the Recipient

The Recipient hereby undertakes not to resell the sculpture or parts thereof.

Section 3 Utilization rights

The Donor grants the Recipient an exclusive utilization right regarding the donated object that is unrestricted in time, space and content. The City of Münster shall be entitled to reproduce the work in public in an intangible form (Section 15 subsection 2 UrhG/Copyright Act). For publications of pictures of the installation (web site, brochures, press, film material, etc.), the artist agrees to take no fees and releases the Recipient from the assignment of usage rights regarding illustrations.

The Donor provides the Recipient with an assurance to the effect that third-party utilization rights present no obstacle. In the eventuality of the Donor having transferred his utilization rights to third parties, he will hold the Recipient harmless of the assertion of these rights.

Section 4 Transfer of ownership / traffic safety / building maintenance

- (1) When this Agreement has been signed, the sculpture shall become the property of the Recipient.
- (2) After execution of the donation, the Recipient will be responsible for traffic safety regarding the sculpture, maintenance of its building structure, and also regular maintenance.
- (3) The recipient will be liable for any future damage occurring to the sculpture as a result of its existence or maintenance, or any dismantling work that may be performed.
- (4) There is no obligation on the Recipient's part to leave the site of the sculpture and the environment of the area assigned unchanged. The parties to this Agreement are familiar with the current condition of the site. The handover is being carried out subject to the current site conditions.

Section 5 - Warranty claims

The Donor hereby assigns to the Recipient its warranty claims based on the contract for work and labour with the construction firm originally involved.

Section 6 Execution of the donation

The donation is executed by this Donation Agreement being signed by both the Donor and the Recipient.

Section 7 Dismantling of the sculpture

The Donor is informed of the fact that the site of the sculpture is located in an urban development area that is anticipated to be developed in the next 10 years. The Donor hereby accepts the fact that, following an inspection of alternative sites already carried out in 2017 with unsuccessful results, the possibility of the sculpture's remaining on the site will be limited in time up to the execution of the urban development at the latest. In the event of urban development occurring and in that of the statue no longer having the necessary stability, the Recipient shall be entitled to dismantle and remove the sculpture. The disposal costs shall be borne by the Recipient. In the latter case, the City of Münster will inform the Donor in writing via email (addressed to oscar@oscartuazon.com and a.grimm@presenhuber.com) of the imminent dismantling of the sculpture. If the sculpture is dismantled, the Recipient's title to the work shall expire.

Section 8 Further agreements

No decisions of any kind regarding a different way of dealing with the work are the subject of this Agreement; such decisions will basically require an agreement with the Donor.

Section 9 Final provisions

- (1) No other agreements, differing from those embodied in this Agreement, have been made. If they are to be operative, modifications of and additions to this Agreement, also including ones involving possible successors, have to be made in writing.
- (2) German law shall apply. In the event of disputes, the legal venue shall be Münster.

Section 10 - Saving clause

If individual provisions of this Agreement should be inoperative or unfeasible, or should become inoperative or unfeasible after conclusion of the Agreement, the operativeness of the remaining provisions of the Agreement shall not be affected thereby. The invalid or inoperative provision shall be replaced by the valid and enforceable provision that comes closest to the commercial objective pursued by the Parties hereto in the provision that is invalid or inoperative. The above provisions shall also apply, mutatis mutandis, in the event that the Agreement should prove to have legal loopholes.

Place, date _____ Place, date _____

Oscar Tuazon, Artist
(Donor)

On behalf of the City of Münster
(Recipient):

Acting by delegated authority

Signature

Signature