

West Lake Art Conservation Center

PO Box 45
Skaneateles, NY 13152
(315) 685-8534

Proposal/Estimate

Estimate # 12496
Date: 10/30/2024

WLACC Job# **12476**

Telephone: 607-749-7120

Owner:

Town of Homer
Martin Sweeney
31 North Main Street
Homer, NY 13077

Description:

12476 Portrait of Gideon Hobart

Artist - Francis B. Carpenter
Title - Portrait of Gideon Hobart
Type - painting
Size -

Customer Agreed Value - \$ 1500
Framed -

Paper & Frame Conservation

| | |
|-------------------------|-------------------|
| Cost Estimate | \$1,110.00 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$1,110.00 |

Conservator Nathan Sutton

Please sign, date and return with a 50% advance for work to commence. Your signature authorizes West Lake Art Conservation Center to perform the services outlined in the proposed treatment subject to the terms and conditions on the reverse. This estimate is good for 60 days. Labor & materials for additional services requested by client will be billed separately.

Visa/MC accepted. (50% advance of Total = \$555.00)

Estimated months to completion = 3-5 .

Signature of owner or authorized agent: _____

West Lake Art Conservation Center Authorization, Terms & Conditions

1. Authorization

(a) Client hereby authorizes West Lake Art Conservation Center (Conservator) to perform the procedures specified above. It is understood, however, that closer examination of the works may reveal flaws not readily noticeable and may suggest the utilization and employment of other or additional procedures. Accordingly, Client further authorizes Conservator to employ such other or additional procedures as may be necessary to properly conserve the work. Should concealed conditions encountered in the performance of the work be at variance with the conditions indicated by this agreement or should the work of art contain concealed conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this agreement, the Conservator's fee shall be equitably adjusted to take into account such concealed condition, provided Conservator first notifies Client of such adjustment.

(b) Conservator represents that all restoration and conservation treatments are in keeping with the most recent guidelines of the American Institute for Conservation.

(c) The Client agrees to indemnify and hold harmless the Conservator, its agents, officers, and employees from all claims and demands of the client or of any such owner for loss or damage to the object unless due to the gross negligence or willful misconduct of the Conservator or of any of its agents, officers, or employees.

2. Payment & Pick Up

(a) In consideration of the foregoing work, Client agrees to pay to West Lake Art Conservation Center an amount not to exceed the maximum cost figure set forth on the contract, together with the, adjustment, if any, provided in paragraph 1(a) above.

(b) The balance due payment shall become due upon notification by the Conservator that the work has been completed and shall be paid when Client receipts for the work and executes an acceptance form prepared by the Conservator. A charge equal to 1.5% per month on the outstanding balance shall be charged for the period commencing thirty days after the first notification of completion and shall be paid on receipt and acceptance of the work. Storage fees will also begin to take effect at such time if necessary by conservator to cover costs of storage and insurance. Please pick up your artwork in a timely manner when notified.

3. Transportation

(a) Client shall be responsible for delivery of the object and pick up of the object from Conservator's studio. The Client shall bear all risk of loss and damage to the work while in transit.

(b) Upon receipt of the work Conservator reserves the right to reject the work and refuse to perform the procedures set forth herein in the event that the work has been damaged in transit.

4. Risk of Loss/Damage, Liquidated Damages

(a) Due to the fact that artists are free to employ any number of unscientific techniques in the manufacture of artwork it is agreed and understood that many works of art both older and newer are unstable and unsound. Accordingly, the parties acknowledge that the procedures entailed in this agreement involve some risk of loss, damage, or harm to the subject work of art. Therefore, the parties agree that all procedures are performed at the sole risk of the Client. The Client hereby waives and releases any and all claims which may hereafter arise for damage to or loss of or related to such work of art, however occasioned, and whether or not due to the negligence or default of Conservator.

(b) At his option, the foregoing notwithstanding, the Conservator may in full and complete satisfaction of any claim arising on account of loss or damage to a work of art (1) repair the work of art placing said work in its best possible condition given the nature and extent of loss or damage, or (2) acknowledge that damages would be difficult to estimate, the Conservator may give to Client, as liquidated damages and not as a penalty, a sum of money equal to the fee that Conservator would have earned under this agreement.

5. Insurance

(a) Insurance will be maintained on the object or objects left in the care of the Conservator to include the interests of the Conservator as well as Client and shall insure against the perils of fire and extended coverage including "all risk" insurance for physical loss or damage including theft, vandalism and malicious mischief. The costs of insurance are included in the above estimate. It is agreed that the Client's stated insured value has been arrived at by the Client independently of the Conservator.

(b) If the Client elects to maintain his own insurance, the Conservator must receive a certificate of insurance from Client's insurance company including the Conservator as an Additional Insured or waiving the company's rights of subrogation against the Conservator, otherwise this Agreement shall constitute a release of the Conservator from any liability in connection with the subject property. West Lake Art Conservation Center, the Conservator, will accept no responsibility for any error of deficiency in information furnished to the Client's insurers or for any lapses in coverage.

6. Other Provisions

(a) Client represents and warrants that he/she is the sole owner of the works herein described or otherwise possesses the authority to authorize the procedures herein specified.

(b) Laboratory records of examinations and treatment of objects are retained by Conservator and are confidential. Transcripts of such records will be furnished to Client. Facts produced by technical examination may have a bearing on the dating, authorship or authenticity of a work. Conservator, however, is not herein giving an opinion on authorship, source, or value of artwork. Client needs to, on his/her own initiative, hire a certified appraiser to determine value or authenticity of artwork.

(c) Conservator shall have control of all means, methods, sequences and procedures involved in conservation of the subject work.

(d) The dates, if any, quoted for completion of work are tentative and do not form a material part of this agreement.

(e) The provisions of this agreement shall be binding upon the Client and his/her heirs, legal representatives, successors and assigns.

(f) This agreement shall be construed and governed in accordance with the laws of the State of New York.

(g) This agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.