



Letter of agreement  
between  
**Blyth Arts & Cultural Initiative 14/19 Inc**  
and  
**Pick A Posie**

The Board of Directors of Blyth Arts & Cultural Initiative 14/19 Inc.  
met Thursday, July 5, 2018 - 5:00pm - at Cowbell Brewing Company and  
made the following motion:

MOTION: Moved by R.Elliott and seconded by E.Cohen to support the  
Destination Development “Flower Me Blyth” project which will include the  
placement of a topiary near the north end of the courtyard at Blyth  
Memorial Community Hall. **Carried.**

Further, Blyth 14/19 will incur no expense for the project in any way and will  
enter into an agreement with Pick a Posie as applicable.

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Therefore, the parties wish to memorialize their understandings about the  
Project in a binding agreement.

The Project consists – in general terms – the design, fabrication,  
installation and ongoing maintenance of public art known as the “Flower Me  
Blyth” topiary. The Artist’s work must be of high quality, in compliance with  
generally accepted standards of workmanship, and in conformity with this  
Agreement.

**Blyth Arts & Cultural Initiative agrees to:**

- Provide space in the courtyard at Blyth Memorial Community Hall at 431 Queen Street, Blyth, ON for the installation of the Topiary as shown in Addendum A.
- Waive any fees for the use of the land for the duration of this agreement July 18, 2018 - July 17, 2028 (ten years).

**Pick a Posie (artist) agrees to:**

- use reasonable efforts at all times to safely guard the property including underground utilities, from damage, injury or loss in connection with the Flower Me Blyth Project. The artist shall take precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement.
- furnish all of the materials and perform all of the work for the "Flower Me Blyth" Project as shown on the drawings and described in the specifications attached as ADDENDUM A.
- use materials that are of good quality, fit for the selected purpose.
- keep the site clean, free of construction debris and trash during installation of the Project.
- maintain the Project on a regular basis as is essential to the integrity of the project.
- assume all risk of loss or damages to the art.
- notify Blyth 14/19 when the Project is fully installed and complete. Blyth 14/19 will notify the Township of North Huron accordingly.
- Blyth 14/19 Inc will remain harmless from any and all claims, demands, suits, liabilities, actions, causes of action, or legal proceedings of any kind or nature with respect to the placement and use of the Flower Me Blyth topiary. To this end, it is understood by Blyth 14/19 Inc. that the Township of North Huron has agreed to add the Topiary to its Insurance policy in agreement with Pick a Posie.
- remove, relocate or destroy the topiary and return the site to pre-topiary conditions at its own expense.

**TERMINATION**

Blyth 14/19 Inc. may terminate this Agreement on no less than sixty (60) days written notice to the Artist.

The Artist may terminate this Agreement by notifying Blyth 14/19 Inc that it will be removing the topiary and restoring the property to pre-project conditions.

PREMISES VACATED BY BLYTH 14/19 Inc.

In the event the agreement between Blyth 14/19 Inc. and the Township of North Huron ends, this agreement will be renegotiated with the Township of North Huron or their new lease-holder re use of the Blyth Memorial Community Hall property.

SIGNED:

A handwritten signature in blue ink, appearing to read "Karen Stewart", with a long horizontal flourish extending to the right.

Blyth 14/19 Inc.  
Karen Stewart  
Director of Operations

Date: 18 July 2018

A handwritten signature in blue ink, appearing to read "Jennifer Triemstra-Johnston", written in a cursive style.

Pick a Posie  
Jennifer Triemstra-Johnston  
Owner

Date: September 7, 2018

## **ADDENDUM A**

Please add the sketch of the topiary with rough measurements.

Inspiration image for the topiaries. Our version will have a hole in head feature where participants can place their head for a photograph.

The male will be 7' and the female will be 6'. The width of the piece will be 7'.

