

COMMISSION AGREEMENT

for the Penn State Health Hampden Medical Center (PSHHC)

by and between

_____ (Arist) and Aesthetics, Inc. (Aesthetics)

Dated: _____

Artist is a recognized professional artist, and PSHHC wishes for Aesthetics, in the role of art consultant, to commission Artist for the design development, fabrication, delivery and installation (if installation by Artist is indicated on Exhibit A) of the artwork ("Artwork"), based on an approved Design developed by Artist for PSHHC under a previous letter of agreement. Artist desires to create the Artwork based on the Design and furnish it to PSHHC. Aesthetics, PSHHC and the Artist wish to have the creation of this Artwork governed by the mutual obligations, covenants, and conditions herein.

In consideration of the foregoing premises and the mutual covenants set forth herein, the Artist and Aesthetics agree as follows:

General Terms and Conditions

1. **Overview:** The Artist agrees to complete design development, and when design development is approved by Aesthetics, to fabricate the Artwork according to the descriptions and specifications set forth in Exhibit A, and in the approved design development specifications; in exchange for the Fees (as defined below). It is specifically agreed that PSHHC is a third-party beneficiary to this Commission Agreement.
2. **Review:** After Artist has commenced work on the Artwork, PSHHC and Aesthetics shall have the right to require photographic documentation of progress from the Artist, or to inspect the Artwork in progress upon reasonable notice to the Artist.
3. **Payment:**
 - (a) **Fees.** Aesthetics agrees to pay the Artist for the Artwork the amounts set forth in Exhibit B hereto (the "Fees"), subject to receipt of funds from PSHHC. The Fees are "all-in," and as such include all costs incidental to the realization of the Artwork (including but not limited to assistants' fees, materials for the creation of the Artwork, communications, films, tapes, and other related expenses), and Artist agrees and acknowledges that all costs other than the Fees shall be borne by Artist, and that the Fees are adequate consideration for the performance of all of Artist's services and obligations for the Artwork contemplated in this Agreement.

- (b) **Invoices.** Artist will invoice Aesthetics upon attaining each of the applicable milestones set forth in Exhibit C hereto (each, a "Milestone"). Aesthetics will pay all properly invoiced and undisputed amounts within thirty (30) days after receipt of the applicable invoice, subject to receipt of funds from PSHHMC.
 - (c) **Dispute.** Aesthetics may withhold payment of any charges that Aesthetics or PSHHMC disputes in good faith without Artist's assertion of a payment default by Aesthetics or PSHHMC, or assessment of any late payment penalty.
- 4. **Responsibilities of Artist:** Artist shall be responsible for the quality of all materials and workmanship required for the Artwork, including the materials and workmanship of any other firms or individuals who act as subcontractors. Artist will provide all equipment, labor, tools, crating, transport and supplies to fulfill the contract. Artist shall be responsible for transporting the Artwork to the location specified in Exhibit A (the "Location"), and, if indicated in Exhibit A, for installing the Artwork at such Location.
- 5. **Timeline:** The Artist shall complete the Artwork by the date(s) specified in Exhibit C. The completion date shall be extended for such a period of time if the Artist becomes disabled by illness preventing progress of Artwork. The completion dates shall also be extended in the event of delays caused by events beyond the control of Aesthetics, PSHHMC or the Artist, including but not limited to fire, theft, and acts of God. Aesthetics' obligations to make any payments shall cease during such periods of delay until such time as the party affected by such delay is able to resume performance and does resume its performance hereunder. Time is of the essence with respect to Artist's performance hereunder.
- 6. **Independent Contractor; Taxes:**
 - (a) **Status.** The Artist expressly represents and warrants to Aesthetics and PSHHMC that (i) he or she is not and shall not be construed to be an employee of Aesthetics or PSHHMC and that his or her status shall be that of an independent contractor solely responsible for his or her actions and inactions; (ii) he or she shall act solely as an independent contractor, not as an employee or agent of PSHHMC or Aesthetics; and (iii) he or she is not authorized to enter into contracts or agreements on behalf of PSHHMC or Aesthetics, or to otherwise create obligations of PSHHMC or Aesthetics to third parties.
 - (b) **Federal, State and Local Payroll Taxes.** Aesthetics will not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Artist or the employees of the Artist, except as set forth herein. PSHHMC and Aesthetics shall not treat the Artist as an employee with respect to the services performed hereunder for federal, state, or local tax purposes. Artist understands that he or she is responsible to pay, according to law, the Artist's federal and state income taxes, and that PSHHMC and its subcontractors (including, without limitation, Aesthetics) are not withholding or paying any portion of the Artist's

taxes. If the Artist is not a corporation, the Artist further understands that the Artist may be liable for self-employment (Social Security) taxes, to be paid by the Artist according to law. Artist shall sign an IRS form W-9 for Aesthetics' files before any payment is sent. If Artist is not a U.S. citizen, Artist shall provide Aesthetics with IRS form 8233.

7. Insurance Requirements:

- (a) **Liability Insurance.** Artist shall, at its own expense, purchase and maintain policies of commercial general liability insurance to insure it, its employees and its Subcontractors against all claims and liabilities arising out of or related to this Agreement. Insurance policies shall be occurrence-based. Minimum commercial general liability coverage amounts will be as follows:
 - (i) if Exhibit A indicates that Artist will be responsible for installing the Artwork, then commercial general liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence is required; provided, however, that if a crane or other hoisting device is used in the installation process, the general liability coverage must include coverage for riggers liability in an amount of at least one million dollars (\$1,000,000).
 - (ii) If Exhibit A indicates that Artist is not responsible for installing the Artwork, commercial general liability insurance in an amount of at least five hundred thousand dollars (\$500,000 per occurrence) is required.
- (b) **Automobile Liability.** If Artist will use any vehicle on PSHMC property, Artist shall, at its own expense, for the duration of such use, purchase and maintain Comprehensive Business Automobile Liability Insurance providing coverage for any automobile, including but not limited to non-owned and hired auto coverage and uninsured-underinsured auto coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence.
- (c) **Property Insurance.** Artist will purchase and maintain property insurance to provide property damage coverage to the Artwork during storage and transportation.
- (d) **Workers Compensation Insurance.** Artist agrees to purchase and maintain during the term hereof, Workers' Compensation insurance for Artist's employees (if any) and Employer's Liability Insurance. Workers compensation limits will be the statutory limits required by the state in which the work is performed.
- (e) **Other Requirements:**

- (i) **Regarding Liability Coverages Only.** At any time during the term of this Agreement upon PSHHMC's request, Artist shall provide an endorsement naming PSHHMC, its officers, agents, employees, consultants, Project Manager, Architect, Inspector of Record, contractors and subcontractors as Additional Insureds with regard to all acts, omissions, and other activities performed by, for, or on behalf of Artist and Artist's Subcontractors.
 - (ii) **Certificates of Insurance.** At any time during the term of this Agreement upon PSHHMC's request, Artist will provide evidence of each of the above insurance coverage in a form acceptable to PSHHMC, including Certificates of Insurance showing the dates of coverage. Artist further agrees to keep and maintain the above insurance policies in place from the Effective Date of the Agreement to the date when installation of the Artwork is completed and accepted.
 - (iii) **Subrogation.** To the fullest extent permitted by applicable law, Artist hereby waives any and all rights of subrogation against PSHHMC and its officers, agents, employees, consultants, Project Manager, Architect, Inspector of Record, contractors and subcontractors.
- 8. **Tools and Instruments:** Artist will supply all tools, equipment, and supplies required to perform the services under this Agreement at his or her own cost, except to the extent set forth in Exhibit B.
- 9. **Risks:** Artist shall, at its own expense, assume all risks and liabilities for Artist, its employees, Subcontractors, agents and the Artwork against all damage, claims and liabilities arising out of or related to this Agreement.
- 10. **Assignment:** This Agreement is a contract for personal services and may not be assigned by Artist without PSHHMC's prior written consent thereto, and any attempted assignment in contravention of this Section 10 shall be null and void.
- 11. **Confidentiality:** Artist shall keep all information received from PSHHMC ("Confidential Information") confidential, and maintain such in accordance with federal and state privacy laws, and shall use and copy such Confidential Information solely to the extent necessary to perform its obligations under this Agreement. Artist agrees and acknowledges that PSHHMC's data remains the sole and exclusive property of PSHHMC and can only be used as required under the Agreement. Artist agrees not to reveal to third parties any information that may be proprietary or confidential to PSHHMC. Artist will return or destroy any copies of the Confidential Information in Artist's possession upon termination of this Agreement. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Ownership, Marketing:

(a) Exclusive Artwork.

- (i) If the Artwork is specified on Exhibit A as a “Non-Exclusive Artwork”, Artist hereby irrevocably and exclusively assigns and transfers to PSHHMC all right, title and interest in and to the specific copy of the Artwork, including those additional rights specified in this Section 12. Artist retains Artist’s rights of authorship, subject to the specific exceptions specified in Section 14 and Section 19.
 - (ii) If the Artwork is specified on Exhibit A as an “Exclusive Artwork”, Artist hereby irrevocably and exclusively assigns and transfers to PSHHMC all right, title and interest in and to the Artwork, including the Design and all copyrights in the Design and the Artwork, and any and all renewal rights, throughout the world in perpetuity in any and all media whether now known or hereafter developed, including those additional rights specified in this Section 12. Artist retains Artist’s rights of authorship, subject to the specific exceptions specified in Section 14 and Section 19.
- (b) PSHHMC grants to Artist the right to display photographs of the Artwork in his or her portfolio, but not the right to display the Artwork or Design in any other format or for any other purpose without the prior written consent of PSHHMC. All uses of the PSHHMC name shall be subject to Section 19 below.
- (c) PSHHMC may use the Artwork in all forms and media and in all manners, including but not limited to, exhibition, display, incorporating the image for gifts and/or fundraising materials (including greeting cards, postcards, apparel, or other items that can be given as gifts or sold in the PSHHMC gift shop), advertising, trade and editorial uses without obtaining prior approval, and may list the name of the Artist without restriction. Notwithstanding the foregoing, and subject to Section 14 below, PSHHMC agrees to display the name of the Artist on or near the Artwork and indicate that Artist was the artist responsible for creation of the Artwork.
- (d) Artist, to the fullest extent allowable by law (and for himself or herself, and any successors, assigns, heirs, legatee, or personal representative or other person who may enforce Artist’s rights directly or indirectly), hereby waives any and all rights Artist may have under the Visual Artists Rights Act, and similar Pennsylvania laws.
- (e) The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. **Design Placement:** PSHHMC retains the right to determine when and where the Artwork will be displayed. If PSHHMC chooses to not display the Artwork for any reason, the Artist agrees that PSHHMC retains the right to not display the Artwork and has made no guarantees to Artist about the display of the Artwork (including, without limitation, the location of any such display). Artist agrees and acknowledges that Artist shall not have the right to access the Artwork after such has been delivered to PSHHMC, except upon PSHHMC's prior written consent (which consent may be granted or withheld in PSHHMC's sole discretion).

14. **Destruction, Alteration, Maintenance and Repairs:** PSHHMC will not intentionally alter, modify or change the Artwork in any way whatsoever. If any alteration of any kind occurs after delivery to PSHHMC, whether intentional or accidental, and whether done by PSHHMC or others, the Artwork shall no longer be represented to be the work of the Artist without the written consent of the Artist.

PSHHMC agrees to use reasonable efforts to maintain the Artwork per Artist's written instructions while on display at any PSHHMC location, and offer Artist the first opportunity to repair damage to the Artwork for a period of three years following installation, provided that Artist's fees for such repair are reasonable. Notwithstanding the foregoing, PSHHMC shall have the exclusive right to determine whether to make repairs to or restore the Artwork, and PSHHMC may at its option elect not to repair such damage even during such three-year period. PSHHMC retains the right to destroy and/or dispose of the Artwork at any time.

15. **Warranties and Indemnification:**

- (a) **General.** Artist represents and warrants to PSHHMC that it will perform its obligations hereunder in good faith, using reasonable care and skill, and in a timely, professional and workpersonlike manner and that Artist has the experience, capability and resources to perform its obligations set forth herein.
- (b) **Original Design.** Artist represents and warrants that the Artwork is an original, unique design and is not copied from any source. The Artist further represents and warrants that the Design elements and the Artwork will not infringe or misappropriate the copyright or other right (including any intellectual property right) of any person or entity and that the physical Artwork will be free from defects in structural design and in material and workmanship.
- (c) **Fees and Commissions:** Artist represents and warrants that there are no fees or commissions or other such payments owing, that would be payable to any broker, agent, dealer or other person or entity, by Artist (or Artist's assistants or agents) in connection with the activities specified herein.
- (d) **Indemnification.** Artist shall indemnify, defend and hold harmless Aesthetics, PSHHMC and their officers, employees, and agents from any loss, claim, damage,

or liability of whatsoever kind or nature, arising out of or in connection with any act or omission (including, without limitation negligence or intentional misconduct, or breach of the foregoing warranties) of Artist or its agents or employees in their performance or nonperformance of this Agreement.

16. Term and Termination:

- (a) **Term.** This Agreement shall begin on the date first written above (Effective Date) and continue in force until the installation of the Artwork is approved in writing by PSHHMC, or until terminated by either party in accordance herewith.
- (b) **Termination by PSHHMC.**
 - (i) **For Convenience.** Aesthetics or PSHHMC may terminate this Agreement for convenience (*i.e.*, for any reason or no reason) upon sixty (60) days prior written notice to Artist. In the event of a termination pursuant to this Section 16(b)(i), Aesthetics will compensate Artist for all Fees corresponding to Milestones completed up to the date of termination [subject to receipt of funds from PSHHMC] and the parties' rights to the Design and the Artwork completed through the date of termination are as stated in Section 12 (Ownership; Marketing).
 - (ii) **For Cause.** Aesthetics or PSHHMC may terminate this Agreement for cause in the event that Artist (A) breaches a term of this Agreement and (B) fails to cure such breach to the satisfaction of PSHHMC within thirty (30) days after receiving written notice from Aesthetics or PSHHMC describing such breach. In the event of a termination pursuant to this Section 16(b)(ii), PSHHMC may, at its option:
 - (A) Retain all right, title and interest in and to the Design and the Artwork completed through the date of termination, as set forth in Section 12, and PSHHMC shall have no further obligations under this Agreement; or
 - (B) Request that the Artist refund to PSHHMC all amounts paid by PSHHMC to the Artist under this Agreement as of the date of termination, and PSHHMC will, upon receiving a full refund of all such fees from Artist, grant to Artist all right, title, and interest in and to the Design and the Artwork previously granted to PSHHMC under Section 12, and thereafter PSHHMC shall have no further obligations under this Agreement.
 - (iii) **For Death or Incapacity.** In the event that the Artist dies during the Term of this Agreement or PSHHMC determines that the Artist is otherwise

unable to complete its obligations hereunder (e.g., due to the Artist's incapacitation), the following will apply:

- (A) In the event that the Artist dies during the Term, then: (1) this Agreement shall terminate upon the date of the Artist's death; (2) PSHHMC shall retain all rights to the Design and Artwork that have been completed as of such date; and (2) PSHHMC will have the right to hire a new artist to complete the Artwork (with or without modification), with artist rights to be determined by PSHHMC based on the contributions of the original Artist and the successor artist.
- (B) In the event that the Artist is unable to complete its obligations hereunder (e.g., due to the Artist's incapacitation), then: (1) PSHHMC may request that the Artist assign his or her obligations under this Agreement to a successor artist, subject to PSHHMC's written approval of such new artist; and in such event, the Artist will submit to PSHHMC the terms of such assignment for PSHHMC's approval and drafting, and the recipient of future payments and artist rights for the original Artist and the successor artists will be as specified in the assignment documentation; or (2) PSHHMC may terminate this Agreement as of the date specified in the notice of termination, PSHHMC shall retain all rights to the Design and Artwork that have been completed as of such date, and PSHHMC shall have the right to hire a new artist to complete the Artwork (with or without modification), with artist rights to be determined by PSHHMC based on the contributions of the original Artist and the successor artist.

17. **Notices:** Any notices to be given hereunder may be effected either by personal delivery or by mail, registered or certified, postage prepaid. Mailed notices shall be addressed to PSHHMC and Aesthetics at the addresses appearing below and to the Artist at the address set forth in Exhibit A. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

For PSHHMC:

Penn State Health
Strategic Sourcing and Contracting
500 University Drive
Hershey, PA 17033
Attn: James W. Klinger
Contract Specialist II

For Artist:

As set forth in Exhibit A

For Aesthetics:

with a copy to:

Penn State Milton S. Hershey
Medical Center
Department of Humanities
Attn: Claire De Boer
500 University Drive
Hershey, PA 17033

Aesthetics, Inc.
3149 Third Avenue
San Diego, CA 92103
Attn: Annette Ridenour

- 18. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to conflict of law rules. Aesthetics and the Artist agree that any dispute arising under this Agreement shall be resolved in the Pennsylvania State courts of Dauphin County, Pennsylvania, or in the Federal District Court for the Central District of Pennsylvania sitting in Dauphin, Pennsylvania, and Aesthetics and the Artist hereby submit themselves to the personal jurisdiction of said courts.
- 19. PSHHMC Names and Logos.** Artist agrees not to use any name or mark of PSHHMC, of Penn State Health, or to quote the opinion of any of PSHHMC's employees in any advertising or other publicity, including in client lists or on Artist's website, without obtaining the prior written consent of PSHHMC.
- 20. Intent of Parties.** Neither Artist nor PSHHMC intends that any payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with what the Artist and PSHHMC reasonably believe to be a fair market value for the services provided.
- 21. Compliance With Laws.** Artist shall comply with all applicable federal, state, and local laws, regulations and orders in performance of the Agreement. Artist agrees that it shall be responsible for obtaining and maintaining, at its own expense, any and all licenses, permits, approvals and other documents necessary to permit Artist to carry out its obligations hereunder, and that it shall promptly make such available to PSHHMC promptly upon written request by PSHHMC.
- 22. Interpretation; Priority of Documents.**
- (a) **Interpretation.** In this Agreement, unless the contrary intention appears: (a) Words suggesting the singular include the plural, and vice-versa; (b) Words suggesting any gender include all other genders; (c) References to a person or entity include a company, corporation, firm, unincorporated or incorporated

association, or statutory authority; (d) Headings are for ease of reference only and shall not affect the interpretation of this Agreement; (e) References to this "Agreement" shall be construed as references to these General Terms and Conditions and the Exhibits and other documents, if any, thereto; and (f) Use of the word "including" (and its derivatives such as "includes" and "include") means including, without limitation.

- (b) **Priority of Documents.** Any conflict, ambiguity or inconsistency between the terms and conditions in this Agreement and the Exhibits and any other documents incorporated into or referenced in this Agreement shall be resolved in accordance with the following decreasing order of priority: (a) the terms and conditions in the body of this Agreement; and (b) the other Exhibits to this Agreement.

23. **Severability.** If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, that if such modification is not possible without creating a material conflict with another provision of this Agreement, such invalid, illegal or unenforceable provision shall be deemed stricken from this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.
24. **Waiver.** Artist agrees that waiver by Aesthetics or PSHHMC of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by PSHHMC or Aesthetics of the performance of any work or services by Artist shall not be deemed to be a waiver of any term or condition of this Agreement.
25. **Amendment.** This Agreement may not be amended, modified, or waived except by a writing signed by an authorized representative of each Party.
26. **Entire Agreement.** This Agreement is the entire understanding between the Artist and Aesthetics, concerning PSHHMC and supersedes and replaces all previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement that are not consistent with or are not contained herein. Further, this Agreement applies to all work done for PSHHMC and all work done (directly or indirectly) on PSHHMC's behalf, by Artist (collectively, "Prior Arrangements"); and the parties agree that, as of the Effective Date, all work under any such Prior Arrangements has been completed, and all amounts owed to Artist under any such Prior Arrangements have been paid in full.
27. **Counterparts; Digital and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single agreement between Aesthetics and the Artist.

Digital (electronic) and facsimile signatures shall in all respects have the same weight, force and legal effect and shall be valid, binding and enforceable as if such signed digital (electronic) and facsimile copies were original documents bearing original signatures.

IN WITNESS WHEREOF, Aesthetics and Artist have executed this Agreement to be effective as of the Effective Date first set forth above.

“Aesthetics”

“Artist”

**Aesthetics, Inc.
for the benefit of Penn State Health**

Signature

Signature

Elizabeth Titus
Name

Name

Senior Vice President
Title

EIN/Tax ID No.

Exhibit A
Description of Artwork

This is Exhibit A (Description of Artwork) to the Commission Agreement by and between Aesthetics, Inc. ("Aesthetics") and _____ ("Artist") for the benefit of Penn State Health Hampden Medical Center ("PSHHMC"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the General Terms and Conditions or elsewhere in the Agreement.

1. Description of Artwork. (example) One original unframed mixed media on canvas painting; with the following specifications:

- Artwork to represent approved design image shown in the Attachment to this contract
- Artwork to be fabricated to specifications as shown in the Attachment
- Artwork size will be 48" tall by 60" wide
- If Artwork is on stretcher bars, artwork depth not to exceed 2 ½"
- Artwork will be signed by the Artist

2. Location. (example) Public corridor on the 1st floor of Penn State Health Hampden Medical Center in Enola, Pennsylvania.

3. Installation. Please check the appropriate box:

_____ Artist shall be responsible for installing the Artwork at the Location.

☒ X _____ Artist is not responsible for installing the following Artwork at the Location.

4. Exclusive Artwork. For purposes of Section 12(a) of the Agreement (please check the appropriate box):

_____ The Artwork is a Non-Exclusive artwork.

☒ X _____ The Artwork is an Exclusive artwork.

5. Notices. Artist's address for purposes of Section 17 of the Agreement is as follows:

Street	
City, State, zip code	
email	
Phone 1 - Studio/home	
Phone 2 - cell	

6. Commission. The commission of this Artwork includes fabrication, storage (if needed) and delivery of Artwork, with milestones, payments and timeline outlined in Exhibits B and C.

(a) Concept design: Initial concept design has been completed, and revisions to concept design have been completed under a prior contract. PSHHMC has approved the Design. (Approved Design shown in Attachment)

(b) Art Tag Information: Artist will supply the following additional information:

- title for artwork
- a written description of the story of each painting (approx. 100 words)
- a written artist description (approx. 100 words), including items such as:
 - where the artist lives
 - where the artist studied
 - where the artist shows his/her work
 - about the art and technique
 - interesting facts about the artist's career

(c) Fabrication:

- Artist will provide periodic updates on the status of the creation of the Artwork, including digital photographs of the Artwork in progress, to Aesthetics via email.
- Photographs of the completed work suitable for inventory documentation, actual weight and dimensions must be submitted to Aesthetics for PSHHMC approval prior to shipping or installation.

Storage: After Artist receives approval of the completed artwork from Aesthetics, Artist will securely pack and transport the Artwork to storage [if necessary] and will store the completed Artwork in a secure location, and provide insurance for the Artwork in that location, in an amount and form acceptable to PSHHMC. Artist will notify Aesthetics of the address of the storage location.

(d) Delivery: Artist will arrange for the delivery of the Artwork to the framer or PSHHMC, as directed by Aesthetics. Date of delivery will be coordinated through Aesthetics. A representative from Aesthetics will inspect the delivered Artwork. If Aesthetics determines that there are any problems with the Artwork, the parties will negotiate any adjustments or repairs required to remedy the problems, and Artist agrees to provide all reasonable adjustments and repairs.

Exhibit B
Fees

This is Exhibit B (Fees) to the Commission Agreement by and between Aesthetics, Inc. ("Aesthetics") and _____ ("Artist") for the benefit of Penn State Health Hampden Medical Center ("PSHMC"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the General Terms and Conditions or elsewhere in the Agreement.

1. Fees. The Total Commission Budget for all phases of the commission, as described in Exhibit A, is \$_____ (_____ dollars). [Note: This amount is not subject to Pennsylvania sales tax, as Aesthetics will be purchasing the Artwork for resale to PSHMC]. This amount will be paid based on milestones (as described in Exhibit C) achieved by Artist and approved by PSHMC, and contingent upon receipt of funds by Aesthetics from PSHMC, as follows:

(a) Concept Design Fees: \$_____ (or 10% of the total commission) has been paid to Artist under a prior contract for concept design leaving a remaining balance of \$_____.

(b) Fabrication Deposit: \$_____ (or 50% of the total commission) will be paid to Artist within 30 days of the authorization by PSHMC to commence fabrication.

(c) Fabrication Completion Payment: \$_____ (or 40% of the total commission) will be paid to Artist within 30 days of the approval by PSHMC and Aesthetics of completion of fabrication of the Artwork. [Milestone One]

(d) Delivery and Inspection Payment: \$_____ (or 10% of the total commission) will be paid to Artist within 30 days of completion of the successful delivery of the Artwork to the location directed by Aesthetics, and inspection of the Artwork. [Milestone Two]

Payments under this Commission Agreement are as follows:

Fee	
\$_____	see 1b above
\$_____	see 1c above
\$_____	see 1d above
\$_____	

TOTAL FOR THIS COMMISSION AGREEMENT IS \$_____

2. Exclusions from Fees. Pursuant to Section 8 of the Commission Agreement, no costs will be excluded from fees. The costs of crating, storage and insurance for the Artwork while in storage, and the costs and requirements for shipping/delivery are Artist's responsibilities.

Exhibit C
Timeline

This is Exhibit C (Timeline) to the Commission Agreement by and between Aesthetics, Inc. ("Aesthetics") and _____ ("Artist"), for the benefit of Penn State Health Hampden Medical Center ("PSHHMC"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the General Terms and Conditions or elsewhere in the Agreement.

Timeline: Artist and Aestheticcs agree to the following estimate of the timeline to complete each phase of the commission of the Artwork:

- (a) Completion of Artwork fabrication will be completed by Artist on or before April 6, 2020
[Milestone One – Photos of completed Artwork emailed to Aesthetics. Aesthetics and Client approval of completion of fabrication of Artwork]
- (b) Delivery of Artwork is scheduled to be completed on or before April 20, 2020. The date of delivery will be coordinated with and approved by Aesthetics
[Milestone Two – delivery of Artwork by Artist, and inspection by Aesthetics]

NOTE: All dates subject to changes in PSHHMC construction timelines.

Attachment

Approved Concept



Elevation:

