Contract for Work

**Date: 8.21.2017**

This Contract for Work is between Steel City LUG and University of Pittsburgh Department of Athletics.

You (University of Pittsburgh Department of Athletics) are hiring us (Steel City LUG) to **design, acquire materials, and build a sculpture of the Pitt script logo using LEGO®bricks. The desired height will reach ~72 inches (just over 6 feet tall) resulting in a width of 127 inches (just over 10.5 feet wide)** to maintain aspect ratio. The depth of the sculpture will be just over 30 inches. An additional cost option to extend the depth to 40 inches will be provided, and would need to be selected by the time of the initial signing of this contact. Expected duration to satisfy the terms of this contract is 8 weeks from the time of the first payment. Specific date to be determined as part of the working relationship as logistics become clearer.

**What Do Both Parties Agree To Do?**

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including approval on the proposed design, costs, and schedule, access to deliver and install the sculpture, and reasonable communication expectations throughout the duration of the relationship. You also agree to the payment schedule set forth in this document.

We have the experience and ability to perform the services you need from us, and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set, but we can’t be responsible for a missed launch date or deadline if you have been late in supplying materials, or have not approved or signed off on our work on-time at any stage. And of course, we will also maintain the confidentiality of any information that you give us.

**Service Terms**

**Design**

We will create a design using digital software to produce a sculpture using the LEGO® colors bright yellow and bright blue. The design will provide an internal grid of LEGO® bricks (will not be solid) to reduce weight, material cost, and time to complete. Internal (non-visible) colors may vary. Attached is an example of the rendered image.



**Materials**

All building materials will be LEGO® brand bricks. MethylEthylKeytone (MEK) will be used to secure the bricks together.

**Maintenance**

After the sculpture is installed, Steel City LUG is no longer responsible for the maintenance, repair, relocation, or adjustment of the sculpture.

**Ownership**

You guarantee to us that you have the right to use any elements of text, graphics, photos, designs, trademarks, or other artwork used to create the sculpture. You agree to indemnify against any and all claims arising from the use of these elements.

You will maintain ownership of the physical materials used to produce the sculpture.

We will maintain ownership of all original data, information, formulae, designs, charts, and any other materials created in the process of performance of services or execution of tasks under this contract. This includes ownership of all copyrights, patents, trademarks, and trade secrets, whether or not they are registered. It does not include trademark rights that you established independent of our work under this contract.

**Hold Harmless**

You specifically agree to hold us harmless from all claims related to the sculpture that may belong to others and agree to indemnify against any and all claims arising from the interaction with the sculpture.

**Social Media and Other Publications**

Because we love to show off our work and share what we have learned with other people, we also reserve the right to display discuss your completed project as part of our portfolio and to write about the project on websites, videos, and magazine and newspaper articles.

**Costs**

Material costs were determine

Labor costs were based on work performed for the ~28”x~16”x~1” model originally produced by Josh Hall.

Below are the proposed costs associated with the project:

|  |  |  |  |
| --- | --- | --- | --- |
| **Short Description** |  **Qty**  |  **Cost**  |  **Total**  |
| Quart of Methyl Ethyl Ketone(MEK) | 20 |  $ 15.00  |  $ 300.00  |
| Assorted LEGO® bricks | 207,000 |  $ 0.30  |  $ 62,100.00  |
| Resource hours | 2,000 |  $ 30.00  |  $ 60,000.00  |
| (OPTIONAL) additional ~10" of depth | 1 |  $ 28,000.00  |  $ 28,000.00  |

**Payment**

We are sure you understand how important it is for us, for the momentum of the project, that you pay the invoices that we send you promptly. To make things easy, our payment schedule is comprised of three parts:

1. 100% of material costs upon signing of this agreement.
2. 50% of labor costs at week 4 of the project.
3. Remaining labor costs due at installation date.

If you request changes beyond the initial scope of work to be billed at an hourly rate as described above, we reserve the right to bill you monthly for these charges. You agree to pay these invoices within 30 days of the date of the invoice.

If you terminate this Agreement before completion of the scope of services, you agree to pay us for the work done on your behalf at the hourly rates found in the Hourly Rates for Additional Services section of this document.

Late payments under any part of this contract will accrue interest of one and one half percent (1.5%) per month on any overdue and unpaid balance, and you agree to reimburse us for any expenses incurred in collection.

**Time Frame**

All projects will commence starting with the day the **signed** contract is **received** by Steel City LUG.

**Final Notes**

We may, without any liability, delay performance or cancel this contract or any pending services if circumstances beyond our control prevent us from continuing the work, such as force majeure, war, natural disasters, utility failures, zombie apocalypse, or the unavailability of people or materials.

If we are unable to continue work under this contract due to your inability or failure to fulfill your requirements under the contract, such as a lack of communication in response to our requests, late payments, the closing or interruption of your business, or any other cause, we reserve the right to terminate this contract and request payment for all services rendered under this contract, with 30 days written notice to you of our intent to do so.

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Although the language is simple, the intentions are serious and this contract is a legal document. The validity of the contract, the construction and meaning of its terms, and the rights of all the parties involved will be governed by the laws of the Commonwealth of Pennsylvania. Any court action based on this contract must be brought in the Court of Common Pleas of Allegheny County, and the winning party will be entitled to the costs of the suit and reasonable attorney’s fees.

Intending to be legally bound, the parties execute this Agreement on the date written above.

Joshua Hall, President, Steel City LUG

Christian Spears, Deputy Athletic Director, University of Pittsburgh

Date

Please scan signed documents and/or post mail signed contract to Josh Hall | josh@steelcitylug.com -or- Josh Hall | C/O Steel City LUG| 824 Greenhaven Drive, Bethel Park, PA 15102