

ARTWORK EXHIBITION AGREEMENT dated as of the Effective Date, defined below, by and between Newburgh Antique Gallery LLC, a New York limited liability company having an address for notices at 196 Mountain Road, Cornwall-On-Hudson, NY 12520 (herein, the "Company"), providing the personal services of the artist, Vivien Collens (herein, "Artist"), and the Town of Cornwall, a municipal corporation having an address for notices at 183 Main Street, Cornwall, NY 12518 (herein, the "Town").

WHEREAS, Company provides the personal services of Vivien Collens, Artist;

WHEREAS, Company and Town have discussed the installation and temporary exhibition of a certain work of art by Artist on property owned and controlled by Town;

NOW, THEREFORE, in consideration of the covenants, conditions, warranties, and representations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. The Work. The work of art to be installed and exhibited pursuant to this Agreement (the "Work") shall be personally created by Artist, is entitled "Storm King Decision Phase 3, 2026" and is more fully described and shown in the attached exhibit. The Work is to be installed primarily at Ring Sand's Homestead Museum, 180 Main Street, Cornwall, NY (the "Site"). In addition, 5-8 trail marker sculptures shall be installed in various locations around the Town to be mutually agreed upon. As exhibited, the Work is intended primarily for viewing; however, certain components of the Work, as described in the attached exhibit, may be accessed by visitors. Company shall ensure that any such accessible components are maintained in a reasonably safe condition.

2. Exhibition Schedule. Following are the dates for the installation, exhibition and removal of the Work. It is agreed that these dates are estimates. The parties will use all reasonable efforts to comply with these dates with the understanding that delays may be caused by events or conditions beyond their reasonable control.

April 28 - 30	Digging trench for hose and electric, install wooden structural frame
April 30 or May 1	Delivery of local soil
May 4	Begin planting small material from plant list;
	install letters in front; "Storm King Decision;"
	install deer fence
May 15	Installation complete
Nov 2	Begin deinstallation, remove soil, remediate site
November 11	Deinstallation complete

Notwithstanding the foregoing, the Work shall be fully deinstalled and the Site restored no later than November 25, 2026, unless otherwise agreed in writing by the Town.

3. Company's Rights and Obligations. The Company shall:

- (a) Design, fabricate, install, and de-install the Work in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of this Agreement, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements. Town acknowledges that the Work is composed in part of organic materials which will be subject to natural weathering and erosion and this is an intended feature of the Work.

- (b) Exercise reasonable care and best practices at all times.
- (c) Provide and utilize Company's own tools, assistants, and materials.
- (d) Select, supervise, pay, and be responsible for all assistants and contractors providing services, labor, or materials in connection with the installation, exhibition, promotion, repair, maintenance, or deinstallation of the Work
- (e) Upon de-installation, leave the Site in substantially the same condition as prior to installation, reasonable wear and tear excepted.

- (f) Conduct public events related to the Work at the Site with the prior written approval of Town. The Town hereby approves, subject to reasonable terms and conditions to be mutually agreed upon, a free concert to be held at or near the Site on either June 27 or July 11, 2026, and a book signing to be held at or near the Site on September 19, 2026.

- (g) Maintain the Work and perform repairs throughout the Exhibition period. Provided, in the event the estimated cost of repair exceeds the estimated cost of deinstallation, Company may choose to deinstall the Work rather than repair. Town may request removal of the Work if in the reasonable opinion of Town it becomes unsafe.

- (h) Retain ownership and possession of the Work following deinstallation.
- (i) Obtain and maintain insurance as further described below.

- (j) To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Work, its installation, exhibition, maintenance, or removal, except to the extent caused by the negligence or willful misconduct of the Town.

4. Town Obligations. Town shall provide the following:

(a) Site access to Company and its agents during installation, exhibition, and de-installation.

(b) Assist Company in obtaining all licenses and permits necessary or desirable to enable the Work to be lawfully installed and exhibited.

(c) Provide fencing, barriers, lighting, cameras, police patrols, and other security and safety measures in Town's discretion, however, that the Town shall have no obligation to provide any such measures and shall not be responsible for the adequacy thereof.

(d) A secure area for a locked job-box and temporary staging of materials during the build period.

(e) Promotion of the Exhibition through its customary communications channels.

(f) In the event the Town installs any signage on or adjacent to the Work, Company shall have the right to review and approve such signage, such approval not to be unreasonably withheld, conditioned, or delayed.

5. Compensation. Town shall not pay any fee or other amount to Company, Artist, or any of Company's assistants or contractors. Company shall bear all costs of installation and de-installation except as to costs and expenses expressly assumed by Town under this Agreement.

6. Insurance. Company, at its sole cost and expense, shall maintain the following types and amounts of insurance coverage until the Work is completely deinstalled. Town shall be named as an additional insured on a primary and non-contributory basis. A certificate of liability insurance shall be provided to Town prior to the commencement of installation.

Commercial general liability	\$1 million per occurrence / \$2 million aggregate
Damage to rented premises	\$300,000 per occurrence
Medical expenses	\$15,000 per person
Personal and advertising injury	\$1 million
Products and completed operations	\$2 million
Workers' Compensation	As required by law

7. Copyright. All right, title and interest in and to the worldwide copyrights in the Work, and so-called moral rights, and any extensions and renewals thereof, shall at all times be the sole and absolute property of the Artist and/or Company, with the exclusive and unencumbered right to use, reproduce, and dispose of.

8. Reproduction. Town may photograph and film the Work and publish and distribute such reproductions only for non-commercial promotion, news, and archival purposes.

Town shall credit Artist as the artist of the Work whenever reasonably possible. Nonprofessional photography by visitors and community members is allowed and encouraged. No reproduction for commercial purposes is permitted without the written permission of the Artist. Company may install appropriate signage at the Site advising the public of copyright restrictions.

9. Notices. Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given in person, or by registered or certified mail, return receipt requested, or any delivery service that requires a written, signed receipt confirming delivery of the envelope or package delivered, at the respective addresses hereinabove set forth, or such other address or addresses as may be designated by either party. Such notices shall be deemed given two (2) days after personal delivery, receipt of registered or certified mail, or delivery by a delivery service, as the case may be. The provisions of this paragraph shall not apply to ordinary business communications between the parties in the normal course of doing business.

10. Miscellaneous.

(a) This Agreement sets forth the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written Agreements, understandings or conversations.

(b) No amendment, modification, termination, or waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by a duly authorized representative of each party and shall be effective only to the extent specifically set forth therein.

(c) Where a party has a right to give approval or consent to any matter pertaining to this Agreement, such approval or consent shall not be unreasonably conditioned, withheld, or delayed. In the event of refusal to approve or consent, a written explanation shall be provided, giving a reasonable opportunity to make acceptable modifications.

(d) This Agreement is made in the State of New York and will be construed in accordance with the laws of the State of New York applicable to agreements wholly to be performed therein and without regard to that body of law known as conflicts of law.

(e) All disputes arising under or related to this Agreement shall be adjudicated solely in the courts of the State of New York in Orange County, to whose jurisdiction the parties hereby consent.

(f) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

(g) Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed

as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

(h) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and permitted assignees.

(i) No course of dealing on the part of any party, nor any failure or delay by any party with respect to exercising any of its respective rights under this Agreement, shall operate as a waiver thereof. A waiver by any party of any term or condition of this Agreement or breach of this Agreement (whether by conduct or otherwise) in any one or more instances shall not be deemed or construed as a further or continuing waiver in such instance or for any other purpose.

(j) The prevailing party in any action or proceeding to enforce the provisions of this Agreement shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred thereby.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature (including through platforms such as Adobe Sign or Nitro), telefacsimile, or electronic mail in PDF format. Such electronic signatures are intended to authenticate this writing and shall have the same force and effect as manual signatures.

(l) This Agreement and the rights and duties outlined herein shall not be assigned by either party and any attempted assignment, delegation or novation of this Agreement in violation of this provision shall be null and void. It is understood that Artist will engage assistants to perform the obligations of Artist pursuant to this Agreement

(m) The rights and remedies provided herein are cumulative and shall not be exclusive of any other rights or remedies provided by law or otherwise available.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Newburgh Antique Gallery LLC

Town of Cornwall

Vivien Collens,
Managing Member

By:



By: 

STORM KING DECISION, Phase 3, 2026

Location: Ring Sand's Homestead Museum, Cornwall, NY

Dimensions: 8' h x 16' long x 8' wide

Overview

This large earthwork garden sculpture, having the distinctive profile of Storm King Mountain, will be prominently installed on a hilltop at Sands Ring Homestead Museum, 180 Main Street, Cornwall, NY, from May 2026 through October 2026. Installation begins April 28, 2026. De installation begins Nov. 2, 2026

Front View

- Garden covered with moss

845551-9160

VIVIENCOLLENS@GMAIL.COM

VIVIEN COLLENS



Date: 5/7/2026

Vivien Collens

Insofar as she is obligated:

"Artist"

Date: 5/7/2026

Date: 5/1/2026

The front view will be a garden covered with moss with native plantings from the mountain, a vibrant living sculpture which recalling community engagement past and present.

The back of the earthwork garden will have a sculptural display: a large open tube representing the water intake tunnel, which people can climb into or sit inside. The tunnel will have bars to demonstrate how mature fish would be kept out but allow passage of eggs and fingerlings into the hydroelectric plant. The action of the turbines inside would heat the water and kill 40% of the shad and striped bass fingerlings. The back will also include historical information and photos about the 19 years of legal proceedings that threatened destruction of the natural environment of Storm King Mountain, Black Rock Forest, and the Hudson River, especially shad and striped bass populations.

Wooden trail marker sculptures, built by students from Storm King

DESCRIPTION

- Native plantings sourced from Storm King Mountain
- Living sculpture that recalls community engagement, both past and present
- Back View
- Sculptural display: a large open tube representing the water intake tunnel
- Visitors can climb into or sit inside the tunnel
- Bars demonstrate exclusion of mature fish while allowing passage of eggs and fingerlings
- Illustrates the action of turbines inside, which would heat the water and kill 40% of shad and striped bass fingerlings
- Historical information and photos about the 19 years of legal proceedings that threatened the project

School, will be placed throughout Cornwall and Cornwall-
onHudson. They will point to Storm King Mountain, Black Rock
Forest, The Hudson River and Public Art to remind locals and
visitors environmental attractions. Sponsors will include Scenic
Hudson, Black Rock Forest, the Clearwater Sloop, Orange
County Arts Council, Arts Mid-Hudson, Storm King School,
Bannerman's Castle, Walden Savings Bank, Storm King
Adventure Tours, Goshen Green Farm, Cornwall Chamber of
Commerce, Cornwall, NY, and Cornwall Youth Garden Club.

COMMUNITY PARTICIPATION:

The Cornwall Youth Garden Club is helping with the plantings, as
is the Garden Club of Orange and Rockland counties.

Student interns from Storm King School and Cornwall Central
High School are participating in various aspects.

Events will include environmental music, informational talks, an
author signing of a new book on America's first female botanist
and storyboard salons focusing on the script for the film that will
be made about the inspiration, planning and execution of the
Storm King Decision earthwork.