

Sherry Sweet Tewell Artist  
909 Virginia #1  
Key West, FL 33040  
859 533 1874  
[artbabe00@aol.com](mailto:artbabe00@aol.com)  
sherrysweettewell.com

## REFERENCES

Preferred contact information provided

Frank O'Conner – Developer - [fsowpb@gmail.com](mailto:fsowpb@gmail.com)

Kris Pabian – Realtor – [krisimpdev@gmail.com](mailto:krisimpdev@gmail.com)

Deborah Bent – Interior designer - [deboradesigns@aol.com](mailto:deboradesigns@aol.com)

Peter Pike – Architect – 471 US Hwy 1 suite 101, Key West, FL 33040

Wyland – Artist – [wyland@wyland.com](mailto:wyland@wyland.com)

[artbabe00@aol.com](mailto:artbabe00@aol.com)

Find me at [about.me/SherrySweetT](http://about.me/SherrySweetT)

***Summary***

Professional artist working in the various arts related fields for thirty years. As a muralist, textile designer, illustrator, painter. I have developed my unique personal aesthetic and marketable trademark, Imaginative and successful in all aspects of art creation.

***Highlights***

- Mural and scenic art creation
- Traditional fine art skills
- Textile design
- Illustration
- Marketing/public relations
- Client relations
- Sales

***Accomplishments***

Nationally recognized muralist with residential and commercial projects

McDonalds Restaurant, celebrity: John Michael Montgomery

The City of Key West/ Waterfront Market Mural with Wyland

Textile designer for Pomegranate, Inc.

Signature design line with Vida/womens apparel & decorative home goods

Creator/illustrator of children's book "Cosmo The Boat Cat"

Fine artist with works sold to private collectors and corporations worldwide

Solo Show Ward-Nasse Gallery, SoHo NY, 2013

Substance of Abstraction exhibit, Agora Gallery, Chelsea, NYC 2013

Featured artist in Art Expo NYC 2013 (Ward-Nasse Gallery)

International Womans Show 2013, Ward-Nasse Gallery, SoHo NYC 2013

Surtex Licensing Show NYC 2013

Studio artist with "The Studios of Key West"

Various solo and group shows

***Experience***

Artist: Current to Current

Incorporated acylics and mixed media to create custom paintings, murals and textile designs. Illustrated, designed, self-published and marketed a children's book. Consistently met schedules and deadlines for all illustration and mural projects. Created brand and currently working on art/design and public relations to build customer base and gain client loyalty.

***Education***

Bachelor of Arts: Art, 1982

Western Kentucky University – Bowling Green, Kentucky, USA

2D and 3D design coursework

Graphic Design

Industrial Design

Textile Design

Company Name  
Address  
Telephone number

date

\* Artist's Name SHERRY SWEET TEWELL  
Artist's Address 909 VIRGINIA #1, Key West

RE: Project Title Stock Island Apartments  
Project Address 5555 COLLEGE ROAD, Key West  
Project Address

Dear Artist's Name SHERRY SWEET TEWELL

This letter shall confirm that you have been commissioned to (describe art installation):  
\* MATE DIGITAL VINYL CUSTOM MURALS WITH UV CLEAR GLOSS LAMINATE  
mounted on 1/4" composite aluminum panels: 4 panels to be mounted  
for OVER EXISTING GARAGE DOOR at MARINA and 6 panels to be  
mounted on masonry wall at the POOL AREA.

The total cost to design, fabricate, deliver, and install the commissioned Art, as well as applicable sales tax, is

\$103,400.00

\* The location of the installation is detailed in Exhibit 1 Site Plan

Additional documentation of the commissioned work is attached as Exhibits 2A, 2B and 2C.

\* A rendering depicting the commissioned work located and situated on the site is attached as Exhibit 3.

You will work in conjunction with

the Developer, Stock Island Apartments, LLC.

The commissioned work will be completed, delivered and installed between MARCH/APRIL 2018

A deposit of in the amount of \$10,000.00 will be provided upon execution of this contract by both parties.  
The balance of \$93,400. will be due upon satisfactory delivery and installation of all sculptures, art work.  
Upon payment, the artwork shall become the sole property of the Developer and you release all rights  
(with the exception of copyrights) with respect to such artwork. Deposit to be paid by Developer  
to the artist to commence work.

Thank you for sharing your Art with us and Key West.

Sincerely,

Name of Project Executor Robert Pabian, Managing member for Developer  
Name of Company Commissioning Art Stock Island Apartments, LLC. (Developer)

Approved and accepted:

\* Sherry Sweet Tewell  
Artist's Name

\* 11/12/17  
Date

ART PROCUREMENT AGREEMENT

This agreement is entered into this 10<sup>th</sup> November day of 2017, by and between Stock Island Apartments, an corporation LLC (hereinafter called "Developer"), located at 5555 Collette Blvd, Key West, and X (hereinafter the "Artist").

RECITALS

Whereas, the Developer has determined that a Public Art installation at the following location: 5555 Collette Blvd, Key West provides an aesthetic enhancement to the quality of the property and the beneficial enjoyment of the community; and

Whereas, the Artist has submitted a proposal to design, fabricate, and install the following Art ("Artwork") at the above described location:

\* MAKE DIGITAL VINYL CUSTOM MURALS WITH UV CLEAR GLASS LAMINATE IS TO BE MOUNTED ON 1/4" COMPOSITE ALUMINUM PANELS OVER 4 GARAGE DOORS AT THE COMMERCIAL BUILDING AT THE MARINA AND 6 PANELS OVER A WALKWAY WALL TO BE CONSTRUCTED AT THE DEVELOPER'S POOL AREA.

Whereas, on \_\_\_\_\_ the Art in Public Places Board approved the Artist's artwork and proposal (attached), and

Whereas the final budget for Art will be determined based upon 1% of the final total eligible construction costs as calculated based on the building permits for the project.

NOW, THEREFORE, the Developer and the Artist agree as follows:

- 1. Purchase and Acceptance. The Artist hereby conveys by sale the Artwork, and its legal title, to the Developer, and the Developer hereby accepts the Artwork under the terms, qualifications and conditions as set forth in this Agreement. The Artist certifies that the Artwork is a unique work of art created by the Artist, and is not subject to third party claims of royalties, or copyright or trademark infringement. The Artist intends by this sale to relinquish all rights (with the exception of copyrights) with respect to such Artwork. The Developer will retain ownership rights and assume all maintenance for the installed Art.
2. Removal or Relocation. Per the City of Key West Municipal Code of Ordinances 2-487 (f), (3), (5) "Art in private or non-city public construction or renovation projects shall be installed and maintained permanently on the property, and shall be the responsibility of the property owner and any and all successors in title. The artwork shall not be altered, modified, relocated or removed other than as provided herein without the prior approval of the AIPP board... The owner may request that the artwork be removed from the site due to hardship with the approval of the board. In addition, in the event there is a condition or accident that occurs outside the reasonable control of the owner, such as an act of God, resulting in damage or destruction of the artwork, then the artwork may be removed or replaced with the approval of the board."

3. **Construction and Installation Requirements.**

- a. The Artist shall be solely responsible for all labor and materials costs associated with building, transporting, and installing the Artwork.
- b. The Developer shall assist with installation of the Artwork as follows: installing concrete pads, and securing mechanisms, approving site work, lighting, and landscaping, and supervision of the installation as detailed in the project's budget to be approved by the AIPP Board in accordance with the Art Plan Requirements set forth in Ordinance Sec. 2-487 (c), (3).
- c. The Artist shall coordinate construction requirements with the Developer's appointed Construction Liaison and provide notice of the intent to install a minimum of 21 days prior to the intended installation date.
- d. The Artwork shall be installed in conformance with the Historic and Architectural Review Committee Approval and all applicable Building Regulations and Codes of the City of Key West.
- e. The Artwork shall be installed such that its highest point will be no greater than 6 feet above grade unless a certified engineer provides the Developer with a written report stating that a taller installation of the Artwork can withstand appropriate wind loads and other applicable stresses, and the Developer's Building Official approves said engineer's report.
- f. The Artist shall construct the Artwork to fit a permanent base, which shall be specified in an installation template provided by the Developer's Contractor.
- g. The risk of loss and damage during construction and installation shall be borne solely by the Artist.
- h. The Artist may choose to have the Developer pay the Developer's contractors directly for portions of the work integral with the Developer's construction, reducing the fee to the Artist at contractor cost with no mark up. Such modification shall be added as an appendix to this Agreement.

4. **Notice.** Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

**If to Artist:**

Artist Name  
Artist Address  
Artist City and State

**If to Developer:**

Develop Name  
Developer Address  
Developer City and State

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

5. **Fee.** The fee for services shall be as specified in attached Appendix 1. The initial attachment is a preliminary budget to be further detailed after project costs are finalized. The Fee includes all costs associated with development, creation, engineering, supplies, materials, construction efforts, installation efforts, and sealing of all masonry products to create a complete and installed product including auguring, concrete bases, electric, plaques, maintenance manuals and piping and pumps related to water features.

6. **Indemnification.** The Artist agrees to indemnify, defend and hold harmless the Developer, and its and officers, employees, agents, assigns through legal counsel reasonably acceptable to the Developer, from and against any and all claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to construction, installation and Artist's maintenance of the Artwork, if any, as required under this Agreement.

The parties hereto have executed this agreement to have effect as of the day and year first written above.  
ARTIST, a private individual

By Stacey Sweet Jewell  
Artist's Name, Artist

Developer, a corporation

X By [Signature]

Name and Title of designated signor  
Robert Papiano, MGR.  
Stock Island Apartments, LLC

**Appendix 1**

**AIPP Artist Fee Schedule**

AIPP Estimated Defined Construction Costs of Project: ~~\$TBD~~

[Estimated Costs]

Itemized: Pool Cab Structure \$ ~~TBD~~  
 Foundation \$ TBD  
 Installation \$ TBD  
 Additional \$ TBD

1. Artwork	\$30,000
2. Digital Art Printed on 1/4" Alum. Panels / UV Clear Gloss protect	\$25,000
3. Garage Door Framing for Panels	\$28,000
4. Pool Mesuring wall / Foundation	\$15,000
5. Install Panels on Doors / Wall	\$1,500
6. Engineering / Permit fees	\$3,000
7. ART PLAQUE	\$900
<b>TOTAL</b>	<b>\$103,400<sup>00</sup></b>

1% of Project:  
 Project Description:  
 (provide a detailed narrative)

If construction costs increase or decrease the Artwork and Artist fee will change accordingly, as approved by Building Official, AIPP and HARC.

**Additional features**

Lighting — yes

Landscaping — yes

Identification Plaque — yes

**Conservation and Maintenance (Artist to provide written maintenance plan):**

Digital Artwork murals are printed on 1/4" composite aluminum panels and coated with UV clear gloss laminates.

Project Cost: \$ See Above

Itemized:

Site Planning/Engineering Drawings/Specifications	
Materials	
Laborer	
Artist labor	
Insurance, permits, taxes, fees	
AIPP Identification plaque	

