



*Sea Forms*, Dale Chihuly, from the permanent collection of Besser Museum

## Permanent Collection Art Curator

Prepared for: Christine Witulski, Executive Director, Besser Museum

Prepared by: Brian Schorn, Owner, Studio Rubedo

February 13, 2021

---

## PROPOSAL SUMMARY

### Objective

The objective of this proposal is fourfold: 1) to review and evaluate the permanent art collection of the Besser Museum; 2) to develop a three-year plan for collecting, preserving, interpreting, and exhibiting annual exhibitions that utilize the permanent art collection of the Besser Museum; 3) to create an Art Advisory Committee that shall meet bi-annually, composed of esteemed local artists with leadership by Brian Schorn; 4) to curate, interpret, and install the first Annual Permanent Collection Art Exhibition in 2021.

### Goals

This proposal aims to deeply investigate, discover, and illuminate the holdings of the Besser Museum's permanent art collection. A wide variety of mediums, including watercolor, oil, acrylic, and collage paintings, prints, ceramics, glass, and sculpture by local, regional, national, and internationally recognized artists such as Paul Cezanne, Pierre-Auguste Renoir, Salvador Dali, Andy Warhol, Diego Rivera, and Dale Chihuly. In essence, the goal is to develop a plan to utilize the permanent collection's vastness and diversity fully.

### Solution

Under the guidance and curatorial assistance of Brian Schorn, he will aid the Besser Museum in implementing its mission to collect, preserve, interpret, and exhibit its permanent art collection. Mr. Schorn is a professional artist, gallerist, curator, juror, and educator of art. He holds an MFA in Fine Art Photography from the University of Michigan and has recently, through his Sun & Moon Galleries at Studio Rubedo, exhibited artwork from local, regional, and national artists from Alpena, Traverse City, Detroit, Missouri, Florida, and New York City.

### Budget

Please see the budget below for a breakdown of the estimated time and cost for implementing this proposal.

Description of Action	Hours	Price/Hour	Cost
Permanent Art Collection Review & Assessment	50	\$50	\$2,500
Develop 3-Year Plan for Permanent Art Collection Annual Exhibitions	20	\$50	\$1,000
Create an Art Advisory Committee for the Permanent Art Collection	5	\$50	\$250
Curate the first 2021 Permanent Collection Art Exhibition	25	\$50	\$1,250
<b>Total</b>			<b>\$5,000</b>

---

## **CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the “Agreement”) is dated \_\_\_\_\_ day of February 2021.

### **PROJECT TITLE**

The project title (the “Project”) will be known as the Permanent Fine Art Collection Exhibitions

### **CLIENT**

Besser Museum for Northeast Michigan  
Christine Witulski  
491 Johnson Street  
Alpena, MI 49707

### **CONSULTANT**

Brian Schorn, Owner, Studio Rubedo  
213 W. Chisholm Street  
Alpena, MI 49707

### **BACKGROUND**

The Consultant agrees to provide consulting services to the Client on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Client and the Consultant agree as follows:

### **SERVICES PROVIDED**

The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the “Services”):

**Permanent Fine Art Collection Exhibitions:** The Consultant will aid the Client in implementing its mission to collect, preserve, interpret, and exhibit its permanent art collection.

Consultant’s services:

- Will include the review and evaluation of the permanent art collection of the Client.
- Will include creating and facilitating an Art Advisory Committee composed of esteemed local artists, approved by the Client, who will identify the needs of the artistic communities in Northeast Michigan and contributed to the development of 3-year strategic plan for Client’s Permanent Art Collection Exhibitions.
- Will include the development of a 3-year plan for the permanent art collection’s annual exhibitions.
- Will encompass curating the first 2021/2022 Permanent Collection Art Exhibition and include:
  - o Art installation
  - o Exhibit labels
  - o In-person or virtual gallery tour presentation

The Consultant will spend no less than 100 hours to complete the services referenced above.

**TERM OF THE AGREEMENT**

The term of this Agreement (the “Term”) will begin on the date of this Agreement and end with the Consultant’s final satisfactory report due July 19, 2021.

**PERFORMANCE**

The parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Failure to perform by either party will cause this contract to be terminated upon written notice to the party failing to perform by the other party which notice will detail the failure of performance, and be served in accordance with the Notice provision below.

**COMPENSATION**

The Consultant will be paid \$5000 by the Client for the Services described above as follows (the “Compensation”):

\$800 on March 19, April 19, May 19, and June 19 and \$1,800 on July 19. Prior to each payment Consultant will provide Client with a satisfactory written report describing in detail what work has been done to date in performance of the services including the total hours spent. No payment shall be due Consultant until Client deems the obligatory report satisfactory. Client may terminate this Agreement at any time within 10 days of the due date of a satisfactory report which is not provided on the specified date.

**CONFIDENTIALITY**

Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would be reasonably considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records, and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Consultant agrees that he will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information, which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this agreement and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

**OWNERSHIP OF INTELLECTUAL PROPERTY**

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the “Intellectual Property”) that is developed or produced under this Agreement, is a “work made for hire,” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual

Property.

**RETURN OF PROPERTY**

Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**CAPACITY/INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the term of the Agreement. The Consultant is responsible for paying and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

**AUTONOMY**

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously, however, the Consultant will be responsive to the reasonable needs and concerns of the Client. The Consultant will conduct work pertaining to reviewing and assessing the permanent art collection during regular business hours of the Client. The Client will have representatives on the Art Advisory Committee and at the committee meetings.

**EQUIPMENT**

Except as otherwise provided in the Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

**NO EXCLUSIVITY**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

**NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Executive Director, Christine Witulski  
Besser Museum for Northeast Michigan  
491 Johnson Street, Alpena, MI 49707
  
- b. Brian Schorn  
Studio Rubedo  
213 W. Chisholm Street, Alpena, MI 49707

Or to such other addresses as a party may from time to time notify the others and will be deemed to be properly delivered (a) immediately upon being served personally, (b) seven days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**TIME OF THE ESSENCE**

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**ASSIGNMENT**

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer his obligations under this Agreement without the prior written consent of the Client.

**ENTIRE AGREEMENT**

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

**SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

The waiver by any Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

---

IN WITNESS WHEREOF the Parties have duly affixed their signatures under and seal on this \_\_\_\_\_ day of February 2021.

---

Representative, Besser Museum of Northeast Michigan Date

---

Representative, Museum Board of Trustees Date

---

Brian Schorn, Studio Rubedo Date