

Agreement

BETWEEN

*Inter American
Univ. of Puerto Rico*

AND

*José Buscaglia
Guilhermety*

FOR

*Bust in bronze of
Dr. J. Will Harris*

AT

*Escuela Superior
de Arecibo*

DATED

Sept. 20, 1972

TO BE COMPLETED

Feb 20, 1973

Amount of Contract

\$ 2,000.⁰⁰/₁₀₀

10250

This Agreement

for The execution of a
portrait bust in bronze of Dr. J. Will Harris

made the _____

in the year one thousand nine hundred and 72 by and between José Buscaglia

Guillermet, married and resident in Madrid, Spain,

party of the first part (hereinafter called the Sculptor), and The Inter American

University of Puerto Rico, represented by its President
Joh Luis Descartes, resident in San Juan, Puerto Rico,

party of the second part (hereinafter called the Owner).

Witnesseth, that the parties hereto, in consideration of the payments hereinafter provided to be made, and of the faithful fulfillment of the reciprocal promises and agreements hereinafter contained, mutually agree as follows:

ARTICLE I. The Sculptor shall and will provide all materials and perform all work for the
execution of the portrait bust in bronze of Dr.
J. Will Harris, casted in the lost wax process
and delivered in San Juan, Puerto Rico.

as shown by the _____ and described by the specifications, which

_____ and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ARTICLE II. The Sculptor shall complete the several portions and the whole of the work comprehended in this contract at the time hereinafter stated, to wit:

- ① Modeling of the clay original, 30 days after signing
of this contract.
- ② Casting of bust in bronze, 60 days
after approval of bust in clay by owner.
- ③ Delivery in San
Juan, Puerto Rico, 60 days after completion of bust.

ARTICLE III. It is hereby mutually agreed by the parties hereto that the sum to be paid by the

Owner to the Sculptor for said bust of Dr. J. Will Harris is Two

Thousand U.S. dollars. (\$ 2000.⁰⁰)

and that the sum shall be paid by the Owner to the Sculptor in current funds as follows:

First payment, of seven hundred dollars (\$700.⁰⁰)
upon signing of this contract.

Second payment of seven hundred dollars (\$700.⁰⁰)

UPON COMPLETION AND APPROVAL BY OWNER OF CAST IN CLAY. (Photographs will be sent to owner for approval)
FINAL PAYMENT, of six hundred dollars (\$600.00)
UPON DELIVERY OF FINISHED WORK AT SAN JUAN, PUEERTO RICO.

ARTICLE IV. The Owner agree that when Modeled receive written notice that the work has reached one of the several stages at which, under this agreement, payment becomes due, SECOND PAYMENT will, within FIFTEEN days, either personally or through a representative, inspect and pass upon the work, such inspection to be made at the place where the work has been brought to the stage specified. If, however, the Owner should prefer to pass upon the work from photographs, THE OWNER will send written notice to the Sculptor of CONSERVATION within SEVEN days from the time THE OWNER receive the photographs of the work.

ARTICLE V. Should the Sculptor be delayed in the prosecution or completion of the work, by his severe illness, by the act, neglect or default of the Owner or any Sculptor or Contractor employed by the Owner upon the work, by strikes or lockouts, by fire or other casualty for which the Sculptor is not responsible, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid.

ARTICLE VI. The Sculptor shall, during the progress of the work, maintain an insurance against loss or damage by fire on said work, for a sum which is at least equal to the amount of all the payments received, and which shall be made payable to the parties hereto, as their interest may appear. Or should the Sculptor prefer, he may make a duplicate cast of the work, depositing the duplicate at such place as the Owner shall choose.

ARTICLE VII. In case of the Sculptor's death or incapacity during the progress of the work, the Owner shall choose one person, the Sculptor or his executors one person, these two to select a third, these three to decide upon a just and proper settlement between the Owner and the Sculptor or his executor. The expense of this committee shall be divided equally between the Owner and the Sculptor or his executors.

ARTICLE VIII. The Owner shall, upon request of the Sculptor, promptly furnish him with such inscriptions, drawings, photographs or other necessary data as _____ to provide.

ARTICLE IX. If, at the time when the Sculptor has his work ready to set in place, he is prevented from so doing because the Owner _____ failed to provide the site or place, then the final payment, less the cost of setting the work in place, shall become due.

ARTICLE X. The Sculptor may copyright the completed work, and after the terms of this contract have been fulfilled, all preliminary studies and all models shall be the property of the Sculptor unless otherwise provided for in the contract; but it is understood and agreed that the Sculptor shall make no plastic reproductions or reductions of the work without the written consent of the owner.

ARTICLE XI. The said parties, for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of all the covenants herein contained.

In Witness Whereof, the parties of these presents hereunto set their hands and seals, the day and year first written above.

In presence of _____

Jose Buscaglia Guillermo *[Signature]*
9/20/72