

# CITY OF COMMERCE, CALIFORNIA

## COMMERCE ART BEAUTIFICATION PILOT PROGRAM

### Artist Agreement and Responsibilities

**PLEASE PRINT OR TYPE**

**NAME(S) ("Artist"):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY STATE/ZIP** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **TELEPHONE NO.:** \_\_\_\_\_

**ARTIST #1: Date of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_ **ARTIST #2: Date of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_

**EMAIL:** \_\_\_\_\_

By submitting this Artist Agreement and Responsibilities form to the City of Commerce ("City") for the Commerce Art Beautification Program ("Program"), and by painting a mural on the \_\_\_\_\_, as identified in Exhibit "A." The "Artist(s)" listed above agree(s) to the following terms and conditions in this Agreement:

**Artist(s) Compensation:**

Artist(s) will be awarded an \$\_\_\_\_\_ stipend, this is inclusive of all artist fees, paints, and materials. As indicated in the original application, artist(s) will receive an initial disbursement of funds at 50% (\$\_\_\_\_\_), with the remaining 50% (\$\_\_\_\_\_ ) paid upon completion of the project.

The first payment (\$\_\_\_\_\_) will be available for pick up at the City of Commerce before the scheduled date of painting. The date will be coordinated between the Artist(s) and the City. City Hall is open Monday through Thursday between 8:00 am to 6:00 pm.

The second payment (\$\_\_\_\_\_) will be paid to the Artist(s) once the project is completed and verified by City staff before the funds are disbursed.

**Artist Schedule and Painting:**

Name of Artist(s)	Artwork	Location of Artwork	Date of Painting

**Initial** \_\_\_\_\_

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**Artist(s) Responsibilities:** Painting & Materials: Artist(s) is/are responsible for painting \_\_\_\_\_ DESCRIBE WHAT AND WHERE and ensure cleanup of their area and safe disposal of all paint materials. Artist(s) agree(s) to wear a safety vest provided by the City for the duration of the painting job and to return the safety vest after completion.

**Artist(s) must adhere to the following:**

- Do not paint over/obliterate any identification numbers/codes on the wall, if any. Paint around them.
- Identify all materials that will be used to create the public art display prior to commencing work. Do not use airbrush or spray equipment for the mural without prior approval from the City.
- Do not block or obstruct the pedestrian travel path without obtaining an encroachment permit prior to commencing work.

**PR:** Artist(s) grant(s) the City permission to take photographs, videotape, other images and/or voice recordings of the artwork, the Artist(s), and/or Artist's likeness in connection to the Program, or during a City event. The City may use these images and/or recordings to share a reproduction of the artwork, Artist's story or experience in publications, presentations, media stories, web sites, social media, City programs and services, and for any other related reason or purpose, without any further or future payment or compensation related to the artwork created pursuant to this Agreement.

**Ineligible Artwork & Removal:** Artist(s) acknowledge(s) that City has the right to:

- Deem the artwork ineligible, at any time, even after Artist(s) has/have painted it on the wall.
- Remove the artwork, at any time, for any reason.
- Deem the artwork ineligible or cause the removal of same if the artwork, or a component of same, is unlawful, illegal, obscene, defamatory, gives rise to civil liability, is inappropriate, or is otherwise in violation of any law, including any City law, regulation, or policy.

**Original Artwork:** Artist(s) represent(s) that the artwork, whether created by Artist alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, intellectual property rights, privacy rights, or other proprietary right of any person, organization, or entity.

**Assignment of Copyright:** Artist(s) assign(s) to City all rights, title, and interest, including copyright, in and to the artwork. However, the Artist(s) shall retain the right to reproduce and use the image of the artwork for any purpose.

**Authority to Perform Agreement:** Artist(s) represent(s) that Artist(s) (a) has/have read this Agreement and fully understand(s) its contents, and (b) has the full power to:

- Enter into and perform this Agreement, as well as the "Release of Liability Form"; and
- Make the grant of rights stated in this Agreement, and indemnify and hold the City harmless, as further executed in the "Release of Liability Form."

**Mutual Release of All Claims and Potential Claims:** The Artist shall be required to execute the Release of Liability Form ("Exhibit A") prior to commencing any work pursuant to this Agreement.

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**Release of Unknown Claims:** For the purpose of implementing a full and complete release and discharge of the Parties, as well as their respective present and former officials, council members, directors, employees, heirs, representatives, agents, governing bodies, attorneys, insurers, predecessors-in-interest, successors-in-interest, assigns, and any and all persons acting by, through, under, or in concert with any of them, the Parties expressly acknowledge that this RELEASE is also intended to include in its effect, without limitation, all claims that the Parties do not know of or expect to exist in their favor at the time of the execution hereof, and the Parties agree that this RELEASE contemplates the extinguishment of any such claim or claims that in any way relate to or arise from the disputed City assessment.

In addition, the Parties expressly waive and relinquish all rights and benefits afforded by California Civil Code section 1542 relating to the subject matter hereof, and, in doing so, understand and acknowledge the significance and consequences of such specific waiver of said provisions of law, Civil Code section 1542 states as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT.**

Initialed by:

City \_\_\_\_\_ Artist 1 \_\_\_\_\_ Artist 2 \_\_\_\_\_

***[SIGNATURE PAGE TO FOLLOW]***

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Artist #1 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Artist #2 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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## EXHIBIT "A"

Artwork and Location (Example: Eastern and Western Streets, NW Corner or Address)

*NAME OF ART AND INSERT CONCEPT PHOTO*

## ARTWORK LOCATION

*INSERT IMAGE OF LOCATION*

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### RELEASE OF LIABILITY FORM

*PLEASE PRINT OR TYPE*

NAME(S) ("Artist"): \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE/ZIP \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

ARTIST #1: Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ ARTIST #2: Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

EMAIL: \_\_\_\_\_

Artist(s) and/or Participant(s) ("Participant(s)") do/does hereby waive, release, and hold harmless the City of Commerce, California, ("City"), its City Council, elected and appointed officials, officers, representatives, employees, volunteers, agents and/or assigns, as well as all other participants, from any and all claims, obligations, causes of action, and liability of any kind or nature whatsoever, foreseen or unforeseen, including, but not limited to copyright or intellectual property rights claims or causes of action, arising from the Participant's participation and involvement in any events conducted as part of the Commerce Art Beautification Pilot Program ("Program"), or in connection with Participant's artwork, any work, labor, or services performed by the undersigned for and on behalf of any of the participants in events conducted and sponsored by the Commerce Art Beautification Pilot Program, City, or otherwise.

This release is intended as a full and complete release covering any possible claims, contingent or otherwise, involving personal injury or property damage which may arise in connection with the Program. This release includes, although it is not specifically limited to, any claim for any injuries or damages which the undersigned may suffer in connection with the Program related actions in connection with any artwork, work, labor, or services performed by the undersigned for or on behalf of City or the Program, regardless of whether the undersigned is actually participating in said activities, any injury to the person or damage to property which may be suffered by the undersigned as the result of or arising out of the Program.

The consideration for this release is the undersigned's participation in the Commerce Art Beautification Pilot Program, the permission granted by City to the undersigned to enter onto City property or to participate in events and activities sponsored by the Commerce Art Beautification Pilot Program, the permission granted by City to the undersigned to engage in any City sanctioned or sponsored events, and payment to the participation for his/her/their artwork. To the extent permitted by law, Participant(s) agree(s) to protect, defend, hold harmless, and indemnify City, its Council, elected and appointed officials, officers, employees, representatives, volunteers and agents, from and against all claims, injury, liability, loss, cost, and expense, arising out of, occurring by reason of, or in any way connected with Participant's participation in the

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Commerce Art Beautification Pilot Program, as further discussed hereinabove, except for acts arising out of the sole negligence of City.

I/We acknowledge that my/our consent to the above conditions is fully voluntary, given without coercion or duress. I/We further understand that this agreement is binding upon me/us, my/our family, my/our heirs, successors, assigns, and any other person claiming by, under, or through me/us, including legal representatives.

Artist #1 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Artist #2 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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