

CITY OF OLYMPIA ART PROGRAM

Contract for Use of Artwork Design

THIS CONTRACT is between the City of Olympia, hereinafter referred to as the “CITY” and _____, hereinafter referred to as the “ARTIST” is entered into on the terms and conditions as set forth below.

WHEREAS, the CITY wishes to contract with the ARTIST for the use of design for reproduction on Transit Boxes in Downtown and West Olympia, hereinafter called the ARTWORK; and

WHEREAS, the ARTIST has been selected through an open jury process; and

WHEREAS, the CITY wishes to reproduce artwork on vinyl wraps to be on display for a certain number of years, to be removed at the discretion of the City;

NOW THEREFORE, the CITY and the ARTIST, for the consideration and under the conditions hereinafter set fourth, agree as follows:

- 1 The CITY does hereby retain the ARTIST to perform the scope of work hereinafter described. The ARTIST is an independent contractor and shall furnish all supervision, labor, materials, supplies, equipment or use thereof, travel expenses and all other incidentals, except as specifically provided below, and shall conduct and complete the work in a professional and timely manner.
- 2 The scope of work to be performed by the ARTIST under this contract is as follows:
 - Submit camera ready original digital or original physical work of art, hereinafter referred to as “ARTWORK” to the CITY no later than _____;
 - Work with fabricator as necessary (approximately 1 hour), to finalize details needed for fabrication of vinyl wrap;
 - The ARTIST agrees to grant permission to alter/crop work as need for fabrication and/or installation;
 - Certify to the City that the ARTWORK is the original work of ARTIST and that ARTIST owns all rights to such ARTWORK;
 - Certify to the City that if ARTWORK contains recognizable images of particular persons, ARTIST has obtained and will provide copies of legally appropriate releases to CITY prior to payment for ARTWORK.
- 3 The CITY shall have the right to display the ARTWORK at a location selected by the City for any term of years, at the sole discretion of the CITY. ARTIST grants to the CITY a non-exclusive license to graphically and electronically reproduce the ARTWORK, while on display, for any and all future publicity and fund-raising endeavors conducted independently by the CITY, provided that any such reproduction is credited to the ARTIST.
- 4 The ARTIST agrees to relinquish the right to any financial proceeds in association with the CITY’s aforementioned reproductions of the ARTWORK.
- 5 The ARTIST shall be paid by the CITY within thirty (30) days of successful completion of the scope of work to the CITY’s satisfaction. The total payment shall be an exact amount of \$500.00, to include all applicable taxes, which are the sole responsibility of ARTIST.

- 6 The ARTIST will be recognized both by a nameplate on the wrap, along with program information.
- 7 It is understood by the ARTIST and the CITY that exterior work on public display will acquire wear by the elements and interaction with the public. The ARTIST agrees that the City may remove the vinyl wrap at the CITY's discretion, due to wear, damage, or other for any other reason.
- 8 This contract may be changed, modified, or amended only by written agreement executed by both parties and attached hereto.
- 9 The services contracted herein shall be rendered without discrimination as to race, creed, color, national origin, marital status, sex, sexual preference, age, the presence of any sensory, mental, or physical handicap, or any other status protected from discrimination by law.
- 10 The ARTIST shall defend, indemnify, and hold harmless the CITY, its' officers, agents, employees, and assigns, from and against any and all damages, claims, suits, and/or actions arising from any copyright or trademark infringement, or any negligent act, negligent activity, or omission of the ARTIST or any employee or agents of the ARTIST in and during the performance of this contract.
- 11 If any provision of this contract, or any provision of any document incorporated by reference shall be invalid, such invalidity shall not affect the other provisions of the contract which can be given affect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

IN WITNESS thereof, the parties hereto executed this agreement as of the date of the last authorizing signature affixed hereto.

ARTIST:

Signature: _____
 Printed Name: _____
 Date: _____
 Address: _____

 Telephone: _____
 UBI: _____

CITY:

APPROVED AS TO FORM:

 Stephanie Johnson
 Arts Program Manager
 Date: _____
 Telephone Number: _____

 Assistant City Attorney