

**FORT COLLINS MURAL PROJECT
COMMISSION AGREEMENT**

The following agreement between _____, (hereinafter called "the Artist"),
and _____, (hereinafter called "the Building Owner"), property address:

_____ and the Fort Collins Mural Project (hereinafter called "the Project").

WITNESSETH THAT,

WHEREAS, the Artist is a recognized professional artist, and has been selected by Fort Collins Mural Project and the Building Owner, acknowledge sufficient familiarity with the style and quality of the work of the Artist, and the Project, and Building Owner, desire the Artist to create a work of art (hereinafter called "the Work") in the Artist's unique style.

WHEREAS, all parties desire that the integrity and clarity of the Artist's ideas and statement in the Work to be maintained:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. DESCRIPTION OF WORK. The Artist shall create the following work of art as described below:

_____.

Scope of the Artist's Work: It is hereby understood and agreed that it may not be possible to create the work exactly as described herein or as depicted in preliminary designs, and the Artist shall only be bound to use their best aesthetic judgment to create the Work according to the style and intent of the design. The Artist is hereby free to make design modifications as the Work progresses. However, once The Project has deemed the mural completed The Artist may not return to modify the mural without explicit consent of both The Building Owner and The Project.

2. STIPEND AND PAYMENT SCHEDULE. The Project shall pay a completion stipend, subject to the conditions herein, of \$ _____ to be paid upon completion of the artwork.

a. The following expenses incurred by the Artist in the course of creating, executing, and installing the Work, including but not limited to traveling expenses, shall be reimbursed by the Project and Business, upon the receipt of proper documentation: materials, supplies, and associated costs up to \$250.00 per Artist (The Building owner is asked to cover the costs of site preparation if the wall is deemed to be in bad condition by the Project).

Site Preparations to be completed by the Building Owner before the start of the Project:

_____.

b. The Project agrees to pay all amounts due within three (3) weeks of receipt of completion of the Work with completion of a W9 which shall be provided to the Artist.

c. The Project, Business Owner, and Building Owner, shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

3. DATE OF DELIVERY: The Artist agrees to complete the Work by the final day of the Project.

a. The Artist will immediately notify the Project of any delays occurring or anticipated.

b. Completion of the Work is to be determined by the Project who shall use their professional judgment to evaluate deviations from any preliminary designs.

4. INSTALLATION AND INSURANCE:

a. Artist agrees not to hold Building Owner, and/or the Project liable for any personal injuries or damage/loss to Artist's personal materials, supplies and/or tools that may occur during installation.

b. The Artist shall create the work on the aforementioned location.

c. The Artist agrees to maintain a clean work area during the creation of the work.

d. All risk in the Work shall remain with the Building Owner following completion of the work at the site.

e. The timeframe of this agreement is three years after which the Building Owner and Artist may initiate a new contract.

5. DELAYS:

a. If the Artist is delayed in the performance of the work by a cause beyond the Artist's control, the time for the completion of the work shall be extended for such reasonable time as may be necessary for the Artist to complete the work.

b. The completion date shall be extended for such a reasonable period of time as the Artist may be disabled by illness preventing progress of the Work and as agreed to by the Building Owner.

c. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to: fire, thefts, shortage of materials, and Acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

d. If the Artist should be forced to abandon the work as a result of any act or omission of the Project and/or Building Owner, or as a result of a cause beyond the Artist's control, the Fort Collins Mural Project shall review the facts and circumstances and determine if the Artist shall be entitled to receive the full commission fee and the Project retains the rights to complete the piece.

6. OWNERSHIP: Title to the Work shall remain with the Artist.

7. ARTIST'S RIGHTS:

a. Copyright and Right to Credit. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. The Project may use images of The Work in promotions/marketing of The Project.

b. Nondestruction/Alteration. The Project and Building Owner agree that they will not intentionally destroy, alter, damage, modify, or otherwise change the Work in any way whatsoever, without the Artist's express written permission.

c. Repairs/Maintenance. The Building Owner will use its best efforts to maintain the work. The Artist agrees to carry out repair for tagging/graffiti if necessary in a reasonable time frame.

d. Moral Right. The Project and Building Owner will not permit any use of the Artist's name or misuse of the Work which would reflect discredit on their reputation as an artist or which would violate the spirit of the Work.

8. DISAGREEMENT: Any dispute herein between the parties shall be first presented to representatives of the Fort Collins Mural Project i.e. Fort Collins Mural Project Board for resolution.

a. If the Parties disagree with the resolution recommended by the Fort Collins Mural Project, they may bring an action at law or in equity to enforce or interpret the provisions of this Agreement but the party seeking action shall not be entitled to attorney's fees in addition to any other entitled relief.

9. WARRANTY: The Artist warrants that the design being created is the original product of their own creative efforts. The Artist warrants that unless otherwise stipulated, the Work is unique, that it has not and will not be produced elsewhere. Furthermore, the Artist warrants that exterior grade paints will be used to execute their mural and no appliques and/or stickers will be used in the design unless written approval has been obtained from The Project.

10. NO WAIVER: No waiver of full performance by either party shall be construed or operated as a waiver of any subsequent default of any of the terms, covenants, and conditions of this agreement.

11. NO ASSIGNMENT OR TRANSFER: Neither party hereto shall have the right to assign or transfer this Agreement without the prior written consent of all other parties. The Artist shall, however, retain the right to assign any payments provided for by this Agreement.

12. HEIRS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Project and The Building Owner shall include their heirs, successors, assigns, and personal representatives.

13. SEVERABILITY: If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

14. ENTIRE AGREEMENT: This Agreement contains all of the covenants, promises, agreements, and conditions, either oral or written, between the parties, and may not be changed or modified except in writing signed by authorized representatives of the parties hereto.

15. GOVERNING LAWS: The validity of this agreement and of any of its terms, as well as the rights and duties of the parties under this agreement, shall be governed by the laws of the State of Colorado.

SIGNATURES:

ARTIST(S) NAME & DATE

BUILDING OWNER NAME & DATE

PROJECT REPRESENTATIVE NAME, TITLE, & DATE