



**THE NEIGHBORHOOD CURBSIDE CANVAS PROJECT** is a volunteer neighborhood-recovery effort, uniting local artists with struggling New York City restaurants to transform pop-up dining patios into street art, for the purposes of driving greater interest, energy and business back into our COVID-coping communities.

## MUTUAL AGREEMENT

### 1. LANGUAGE

- a. 'ESTABLISHMENT' (restaurants, pubs, bakeries, other foodservice).
- b. 'ARTIST' (fine artist, street artist, commercial artist, designer, sculptor, architect, photographer, art student; individual or team; professional or otherwise).
- c. 'ORGANIZER' or 'PROJECT' (NEIGHBORHOOD CURBSIDE CANVAS PROJECT) just a guy who wants success for everyone.
- d. 'FACING' (physical exterior panels, pre-existing outdoor construction).

### 2. DESIGN CONSIDERATIONS

- a. Establishment's theme/cuisines/experience.
- b. If desired by the Establishment, MINIMAL branding should be legible from roughly 10 feet away.
- c. If desired by the Artist's, include signature and social media url or icon.
- d. Traffic reflectors that the Establishment may desire should be incorporated into the design (Establishment must provide DOT guidelines and materials).
- a. Please save a 6" x 9" space for Organizer on each of the far corners of the installation's facings for a laminated QR CODE that will link to your art installation's page on our [website](#).

### 3. COMPENSATION

- a. Establishment shall provide or reimburse the Artist for art supplies.
- b. Establishment will provide non-alcoholic beverages and meals for Artists during working hours.
- c. Organizer seeks no compensation for it's efforts.

### 4. RIGHTS

- a. The design of the art must be mutually agreeable between the Establishment and Artist.
- b. The Artist owns the copyright to the art and can use any part or whole of their design for self promotion.
- c. The Establishment owns the physical art piece and can use any part or whole of their design for self promotion.
- d. The artwork may not be used for merchandising or other point-of-sale purposes by the Establishment without Artist's consent and subsequent financial agreement between Artist and Establishment.
- e. The Establishment cannot paint over, dispose of or destroy the Facings prior to first offering it to Artist and at no cost to Artist.
  - i. If the Artist declines, then the Facings must be offered to the Organizer.



- ii. If the Organizer declines, the Establishment may do with Facings what they desire, however, the design and copyright still remain with the Artist.
- f. Organizer retains the right to promote Establishments' and Artists' works as part of this Project.

**5. INDEMNITY & LIABILITY**

- a. Liability for work on premise shall reside with the Establishment's insurance.
- b. Establishment shall provide a safe environment for Artist to execute. If Artist does not feel that safety conditions are adequate, Artist has the right to terminate the project.
- c. The repair of any unforeseen destruction or vandalism to the Facings will need to be mutually resolved between Establishment and Artist.
- d. Organizer assumes no liability in transactions between Establishment and Artists. I'm just a guy, trying to make some good for our community in a time that is hard.

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Name / Establishment or Artist or Art Group

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Signature

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Contact Phone / Email Address

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Date