

# Temporary Public Art Commission Agreement

Agreement made this \_\_\_\_\_, day of \_\_\_\_\_, 2020,

Between \_\_\_\_\_,  
(hereinafter called the "Artist"), residing at:

\_\_\_\_\_

and \_\_\_\_\_  
(hereinafter called the "Company").

**WITNESSETH THAT,**

**WHEREAS,** the Artist is a recognized professional artist, and has been selected by the Company; and

**WHEREAS,** the Company, desires the selected Artist to create a work of art (hereinafter called the "Work") in the Artist's unique style, and:

**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:

**Title:**

**Materials:**

**Approximate Size upon Completion:**

**Description of the Work:**

**Location of Installation of the Work:**

**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 his/her 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.

The Company shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

**2. STIPEND AND EXPENSES.** The Company shall pay the Artist a flat stipend of \_\_\_\_\_.

**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 the responsibility of the Artist: materials, supplies, and associated costs.

b. The Company agrees to mail payment of the agreed upon stipend within 5 business days of completion of the Work. Payment will be mailed to the address written above.

**3. DATE OF DELIVERY:**

The Artist agrees to complete the Work by \_\_\_\_\_. The Artist will immediately notify the Company of any delays occurring or anticipated.

**4. INDEMNIFICATION:**

The Company, its employees, agents and representatives shall not be responsible for any loss, damage, claim, or other injury to Artist, his/her employees, agents or representatives, or to any material or the Work, goods or property of the same, whether caused by fire, theft, adverse weather conditions, act of Nature, accident, or any cause whatsoever, for the period during which the Work occupies the site. Artist assumes all responsibility for any loss, damage, claim or other injury to Artist, his/her employees, agents or representatives, and to any goods or other property of the same, whether caused by fire, theft, adverse weather conditions, act of Nature, accident, or any other cause whatsoever, for the period during which Artist occupies the site, and shall indemnify and hold harmless the Company, its employees, agents and representatives from any and all such loss, damage, claim, injury or other expense relating thereto.

**5. OWNERSHIP OF THE WORK:**

Ownership of the design shall remain with the Artist and the Artist may reproduce the design. Ownership of the Work shall remain with the Company. Artist agrees that the Work is temporary and may be removed or replaced by the Company at any time. Company shall notify the Artist at least one (1) week prior to the removal of the artwork.

**6. 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.

**c. Nondestruction/Alteration.** The Company agrees that while installed it will not intentionally destroy, alter, damage, modify, or otherwise change the Work in any way whatsoever, without the Artist's express written permission.

**d. Repairs/Maintenance.** Artist agrees that the Work is temporary and no repairs or maintenance will be completed on the Work.

**e. Moral Right.** The Company will not permit any use of the Artist's name or misuse of the Work which would reflect discredit Artist's reputation as an artist or which would violate the spirit of the Work.

**7. WARRANTY:** The Artist warrants that the design being created is the original product of his/her own creative efforts. The Artist warrants that unless otherwise stipulated, the Work is unique, that it has not and will not be produced elsewhere.

**8. NOTICES:** Any notices required under this agreement shall be sent to:

In the case of a notice to the Company:

\_\_\_\_\_  
\_\_\_\_\_

In the case of a notice to the Artist:

\_\_\_\_\_  
\_\_\_\_\_

**9. EQUAL OPPORTUNITY:** The Company is an equal opportunity employer. The Company does not discriminate because of race, color, religion, sex, national origin, disability, handicap, age, veteran status, sexual orientation, political affiliation, or any other characteristic protected by applicable federal, state, or local law.

**10. NO WAIVER:** No waiver of full performance by either party shall be construed or operate 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 the other party. The Artist shall, however, retain the right to assign any payments provided for by this Agreement.

**12. 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.

**13. 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.

**14. GOVERNING LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**The Company**

**Artist**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date