

(your name or business name)

EXPOSURE AGREEMENT

Agreement made this _____, day of _____, 20__ to complete a mural/art install/ect.
(hereinafter called **The Work**).

Between _____, (hereinafter called "**The Artist**"), and
_____, (hereinafter called "**The Business Owner**").

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

1. Scope of The Work:

The Artist shall create the following work of art:

Description:

***Artist statement attached**

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.

2. Scope of Exposure:

The Business Owner hereby agrees to the following term to give adequate exposure to The Artist. If any of the following do not occur in the agreed timeline of _____ The Business Owner agrees to pay the full rate for The Work of The Artist.

- a. The Work will appear in 3 forms of social media and must receive a total of 100,000 views between the social media platforms.
- b. The Artist name will be tagged and remain prominent in any social media posts/stories/lives/reels/tweets/tiktoks/videos/ect.
- c. The Artist’s signature on The Work will be legible from a 100-yard distance.
- d. The Work will be featured in at least 1 local print media. The Business Owner is responsible for sending out press releases and coordinating such.

Price due if Exposure Contract is not completed by the listed date:

Change this how you see fit to reflect your art’s pricing

_____ ft x _____ ft at \$ _____ a square foot, equaling \$ _____
\$ _____ due on ___/___/___ with the remainder (\$ _____) due ___/___/___

*This is a nonrefundable product.

- Change Orders: If you would like to change the scope of the mural after the contract has been signed, the cost of the mural will be increased. New details and price will be amended to the contract.

3. DATE OF DELIVERY: The Artist agrees to begin work on _____, as long as weather and health permit.

- a. The Artist will immediately notify The Business Owner of any delays occurring or anticipated.
- b. Completion of the Work is to be determined by the Artist who shall use their professional judgment to deviate from any preliminary designs as their in good faith believes necessary to create The Work.

4. INSTALLATION AND INSURANCE:

- a. Artist agrees not to hold The Business Owner 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 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 Business Owner following completion of The Work at the site.

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 reasonable period of time as the Artist may be disabled by illness preventing progress of the Work and as agreed to by Business Owner and 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.

6. OWNERSHIP: Copyright and 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.
- b. No destruction/Alteration.** The Business Manager agrees that he/she/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. Artist agrees to carry out repair for tagging/graffiti if necessary in a reasonable time frame.
- d. Moral Right.** The Business Manager 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:

- a.** If the Parties 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.

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 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 Business 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 *(Insert your state/regional government's name)*.

BY _____
ARTIST

BY _____
BUSINESS OWNER