

[LOGO/Artist or Business Name]

Mural Agreement

The following Agreement is made as of ___/___/_____ between the Parties:

Client Name

Client Street Address

Client City and State

(hereinafter the "Client")

and

Your Name & Pronouns -of- Business Name

Your Street Address

Your City and State

(hereinafter the "Artist")

The Artist is a recognized professional artist, and has been selected by the Client, acknowledge sufficient familiarity with the style and quality of the work of the Artist, and the Client desires the Artist to create a work of art (hereinafter called "the Work") in the Artist's unique style.

All Parties desire that the integrity and clarity of the Artist's ideas and statement in the Work to be maintained. In consideration of the mutual covenants contained herein, the Parties hereto agree as follows.

1. DESCRIPTION OF WORK: The Artist shall create the Work of art as described:

2. SCOPE OF 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 professional 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.

2a.

Title	Description	Subtotal
Discovery and Design	Up to 1 hour design and discovery meeting: call or virtual meeting 2 revisions of the design	\$150 -\$50 applied to final payment
Mural [if the copyright is held by the client specify that here]	Mural of school mascot on outdoor brick wall	10' x 10' @ \$25 a sq. ft. = \$2,500
Materials	Lift for 1 week	\$1,000 -all other materials included in sq. footage rate

\$150 design fee. (2 revisions included in this pricing. If further revisions are requested the fee will be amended to reflect the added work)

50% of total is due upfront, the remaining 50% will be due at completion of installation unless otherwise specified in the contract.

Due Date	Amount Due
design fee -\$50.00 applied to final payment	\$150
(TBD) 7 days after the contract is signed by the Client and Artist	\$1,250
(TBD) 7 days after completion of the mural	\$1,200

*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 revised. New details and price will be amended to the contract.

2b. 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. (The Client is asked to cover the costs of site preparation if the wall is deemed to be in bad condition by The Artist). Site Preparations to be completed by the Client before the start of the Project:

2c. The Client agrees to pay all amounts due within 1 week of receipt of completion of the Work with completion of a W9 which shall be provided to the Artist. A 10% late fee will be applied weekly, starting 14 days after the agreed upon payment date until the payment is received.

2d. The Client shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

3. DELIVERY: The Artist agrees to begin the Work by: ___/___/___

with an estimated completion date of: ___/___/___.

3a. The Artist will immediately notify the Client of any delays occurring or anticipated.

3b. Date of delivery may change due to Delays (Section 5).

4. INDEMNIFICATION AND INSURANCE:

4a. Artist agrees not to hold the Client liable for any personal injuries or damage/loss to Artist's personal materials, supplies and/or tools that may occur during installation.

4b. The Artist shall create the work on the aforementioned location.

4c. The Artist agrees to carry insurance and maintain a clean work area during the creation of the work.

4d. All risk in the Work shall remain with the Client following completion of the work at the site.

5. DELAYS:

5a. 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.

5b. All beginning and completion dates shall be extended for such a reasonable period of time as the Artist may be disabled by illness or injury preventing progress of the Work and as agreed to by the Client.

5c. All beginning and completion dates shall be extended in the event of delays caused beyond the control of the Artist, including but not limited to: fire, thefts, shortage of materials, weather, and other Acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

5d. If the Artist should be forced to abandon the work as a result of any act or omission of the Client, or as a result of a cause beyond the Artist's control, the Client retains the rights to complete or remove the Work.

5e. If the Artist and/or Client decide that this agreement is no longer worth pursuing the Artist has the right to payment for any benchmarks that have been in process or completed by the date that both parties decide to terminate the agreement.

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

7. ARTIST'S RIGHTS:

7a. 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 Client may use images of the Work in social media posts that do not result in direct sales unless a licensing agreement or sale of copyright agreement has been made by the Artist and the Client. This is in accordance with federal copyright laws.

The above paragraph is void if the Client is supplying Work that the Client has copyright ownership of to be replicated by the Artist. (specified in "2. Scope of Work")

7b. Non Destruction/Alteration: The Client agrees 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 in accordance with the Visual Artist Rights Act.

7c. Repairs/Maintenance: The Client will use its best efforts to maintain the work. The Artist and Client agree to negotiate payment for the Artist to carry out repair for tagging/graffiti if necessary in a reasonable time frame.

7d. Moral Right: The Client 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: Either Party may terminate this Agreement on written notice to the other Party if such other Party materially breached the Agreement and fails to remedy such breach within 7 days after receiving notice.

8a. A Party does not breach the Agreement if it cannot carry out material obligation under this Agreement because of a **Force Majeure Event** (as defined below). The term "Force Majeure Event" means the occurrence of an event outside the reasonable control of either the Artist or Client, such as Artist illness, accident, and act or regulation of public authority, fire, riot or civil commotion, labor dispute, terrorist acts or threats, acts or declarations of war, disease, epidemic, substantial interruption in or substantial delay or failure of technical facilities, failure or substantial and extraordinary delay of necessary transportation services, emergencies, inclement weather, or acts of God.

8b. Any right or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement, including representations, warranties, assignment, and indemnification obligations, will survive any such term or expiration.

8c. If the Parties disagree with the resolution recommended by the representative, they may bring an action at law or in equity to enforce or interpret the provisions of this Agreement but the Client shall not be entitled to attorney's fees in addition to any other entitled relief.

8d. Any legal proceedings will take place within the city or a 20 mile radius of the Artist residence at the time of the disagreement.

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 been produced elsewhere. Furthermore, the Artist warrants that professional grade materials will be used to execute the Work.

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 Client shall include their heirs, successors, assigns, and personal representatives.

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: 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.

Party Signatures:

_____ Artist Name & Date

_____ Client Name, Title, & Date