



Public Art Mural Application

City: State: Zip:

Artist Name: Email:

Artist's Address Line 1:

Artist's Mailing Address (if different):

City: State: Zip:

Artist website:

Proposed Mural Building:

Name of Property Owner of proposed mural Building (if different from applicant):

Owner phone and email:

Proposed Mural Building Street Address:

Property Owner mailing address:

City: State: Zip:

Dimensions of proposed mural wall:

Has the owner given permission for a mural to be painted on the proposed wall?

The wall is (circle one): brick cinderblock stucco wood other

Describe the ground in front of the wall (condition, debris etc.)

Sponsoring Person/Organization (person responsible for mural costs and deposit)

Sponsoring Name:

Sponsoring phone and email:

Sponsoring Mailing Address:

City:

State:

Zip:

Please describe the project, the specific location of the mural and why a mural will enhance the area.

Can the wall be seen from the public right of way (e.g. sidewalk, alley, street etc.)?

Have you selected a professional mural artist?

Describe the theme/image you envision for this mural if known at this time.

Why do you want a mural at this location? How will the mural benefit the neighborhood? Community?

What funding do you have for the project?



Public Art Mural Agreement

This agreement is made in duplicate the _____ day of _____ 20__ between:

A: _____
“The Artist”

and

B: _____
“The Client”

1. Definitions

“Agreement” means this contract and any schedules or appendixes supplemental to it.

“Commission Fee” means the sum of \$ _____ payable to the Artist in accordance with Section 5

“Client” means _____,

“Design” means the mural design shown and described in Schedule A of the Agreement; that is, the Artist’s concept as accepted by the Client.

“Designated Storage Area” means any place or places agreed upon by the Artist and Client for storage of tools and materials to be used in the execution of the Work.

“Project” means the mural project for which this Agreement is made.

“Site” means the location at which the mural will be installed.

“Work” means all of the duties performed by the artist to execute and carry out the Design.

2. Execution of the Work

2.1 The Client hereby commissions the Artist and the Artist hereby agrees to execute the Work in accordance with the terms of the Agreement.

2.2 The Artist agrees to execute and carry out the Work in a careful and professional manner and to ensure that all the workmanship is of the highest quality and is substantially expressive of the approved Design.

2.3 Unless the Artist is prevented from completing the Work by and act or omission of the Client or by anyone employed or engaged by the Client, either directly or indirectly, or by a cause beyond the Artist’s control, the Work shall be completed by the _____ day of _____, 20__, unless otherwise agreed by the parties.

3. Site and Site Preparation

3.1 The Artist shall execute and carry out the Work at the Site (Painting)

OR

3.1 The Artist shall execute and carry out the Work away from the Site (Canvas Design)

3.2 The Site for the Work shall be

3.3 All Site preparation including, but not limited to provision, cleaning, and preparation of support materials to receive the work, shall be the responsibility of the _____ (Artist OR Client) and shall be completed by the time of commencement as set forth in this agreement.

4. Labor and Materials

4.1 The _____ (Artist OR Client) will supply, at its own expense, all materials necessary to enable the Artist to carry out and execute the Work in accordance with this Agreement, including but not limited to scaffolding, ladders, support materials, storage facilities, protective covering, base materials and paint. All such materials shall be durable and of good quality and appropriate for the Work and the Site, and shall be in accordance with the Design.

4.2 The Client and the Artist agree to consult and agree upon appropriate materials for the Work.

4.3 Responsibility for installation of the Work, when it is completed, shall be by the _____ (Artist OR Client) including but not limited to delivery of support materials to the Artist, transportation of the completed Work to the Site, and labor and hardware required for installation. After installation and prior to the public unveiling the Artist shall touch up and/or repair the mural to ensure it is in accordance.

4.4 Where necessary during the execution and installation of the Work, and following completion of the Work, the _____ (Artist or Client) will keep the Site clean and tidy, and remove any unwanted materials.

4.5 Any permits, license, or consents necessary to enable completion of the Work shall be obtained by the _____ (Artist or Client).

5. Payments, Expenses, and Costs

5.1 The Commission fee payable by the Client to the Artist for the Work shall be the sum of \$_____.

5.2 The Commission fee shall be paid by the Client to the Artist in accordance with the following pay schedule:

6. Risk and Insurance

6.1 All risk of direct physical loss or damage to drawing model, renderings, maquettes, or materials for the Work shall be the responsibility of the _____ (Artist OR Client).

6.2 Once the Work has been acknowledged completion by both parties, all risk shall be the responsibility of the _____ (Artist OR Client) thereafter.

7. Inspection and Work Changes

7.1 The Client and its representatives or authorized agents shall at reasonable times have access to the Work.

7.2 No substantial changes in the Work shall proceed without the prior written consent of both parties, or without prior written agreement to any changes in the Commission Fee, allocation of costs and expenses, time for completion of the Work, etc.

8. Maintenance and Repair

8.1 The Client will use its best efforts to maintain and repair the work, and will bear all responsibility and cost for same.

8.2 If any maintenance or repair of the Work is required that affects the artistic integrity of the Design, the Client agrees to use reasonable efforts to contact and consult with the Artist before undertaking any such maintenance and repair, and to give the Artist an opportunity to carry out such maintenance or repair it undertakes.

8.3 Shall the artist be unavailable, unwilling or unable to carry out such maintenance and repair, the Client shall make all reasonable effort to maintain the artistic integrity of the original design.

9. Delays

9.1 The artist shall complete the Work on the agreed upon date (see 2.3). If the artist is delayed in the performance of the Work by a cause beyond the Artist's control, the time for completion of the Work shall be extended for such reasonable time.

10. Copyright and Moral Rights

10.1 The Artist allows images of the Work to be used for promotional material with consent of the Client.

10.2 The Artist agrees to the uniqueness of the Work, which is not to be replicated in any other form or project.

10.3 The Client agrees the Work will be used in a way which is morally reasonable and cannot negatively affect the Artist's image.

11. Dispute Resolution

11.1 The parties agree to use their best efforts to settle any disagreement as to the meaning and interpretation of this agreement.

11.2 In the event that the parties cannot agree upon a remediation, the agreement can be dissolved, in writing, by either

party, by giving a 30 day notice.

12. Miscellaneous

12.1 Any notice, document, or other communication required or permitted by this Agreement to be given to both parties and shall be in writing and shall be attached to this Agreement.

12.2 This Agreement shall be governed by the laws of North Carolina.

This Agreement shall be binding on the parties, and their heirs, executors, administrators, successors, and assigns. The parties have executed this Agreement on the ____ day of _____, 20__.

The Client

The Artist

Witness

Witness