**What is an Art Easement?**

An Art Easement authorizes the easement holder as having exclusive control over the property that is the subject of the easement. For instance, an Art Easement may state that a wall where a mural is painted may not be removed or changed for the period of time stated in the Art Easement, unless the holder of the easement allows it. This means that if an Art Easement exists for a particular mural, neither a property owner nor a tenant may change or remove the mural without the mural holder’s release of the Art Easement.

**How do you create an Art Easement?**

An Art Easement can be created in a written document (sample attached). Creation of an easement requires the same formalities as the transfer or creation of other interests in land—typically a written instrument, a signature, and recording in the county records.

**Who can be the holder of an Art Easement?**

The holder of an Art Easement can be an Artist who paints a mural on a property owner’s wall, or a Commercial District who sponsors a series of murals in a particular commercial district. A sponsor who pays for the murals may also be the holder of an Art Easement.

**How much does it cost to record an Art Easement?**

In Oklahoma County, the fee to record an easement of record is $13.00 for the first page and $2.00 for each additional page.

**How long does an Art Easement last?**

Easements are typically are created to last forever unless otherwise indicated in the document creating the easement. It is important to thorough discuss expectations between artist and property owner and come to some type of an agreement before entering into an Art Easement that specifies the term. This will help avoid future disputes.

**Can I release my interest in an Art Easement if I want to?**

Yes. You can release your rights if you are the holder of an Art Easement. This release must also be in writing with a signature and should also be filed in the county records.

**Other important information:**

This document is not intended to offer legal advice. It is provided to educate and inform Artists, Sponsors, and the Public about the potential value of using an Art Easement.

**ART EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS THAT** (PURCHASER), (an individual), in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto (ARTIST), its employees and agents, an easement to assure the ongoing placement and maintenance of (ARTWORK), which is a work made for hire pursuant to the provisions of 17 U.S.C. §106A, commonly known as VARA, for a period of (\_\_\_\_\_\_\_\_\_ years), on the property which has as its legal description:

All of Block 12, including the alley therein which has never been used by the public; 45th Street between Blocks 2 and 7, which has never been used by the public; and the North 13’ of Lots 1 and 24 inclusive of Block 7, all in Kienzle Heights Addition to Oklahoma City, Oklahoma County, Oklahoma.

(123 E Main Street, Oklahoma City, Oklahoma 73102)

 Purchaser hereby further acknowledges that ARTIST has a copyright in and to the aforementioned ARTWORK, and that ARTIST retains the exclusive right to make copies, including photographs of the placed ARTWORK, and the right to create derivative works, all despite PURCHASER’s financial and other ownership of the ARTWORK.

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )

 ) SS.

COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

 NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_\_\_\_\_ My Commission Number: \_\_\_\_\_\_\_\_\_\_\_\_