

LANCASTER PUBLIC ART



SEND TO Lancaster Public Art
Office of Public Art
120 N. Duke Street, PO Box 1599
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ARTIST AGREEMENT

This Artist's Agreement (the "Agreement") is made as of the 29th day of August, 2018 between the City of Lancaster, an optional charter city of the Third Class duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania 17608 and Salina Almanzar (the "Artist").

1. Commission of the Artist. The City hereby commissions the Artist to design and execute a wall art project (the "Mural") at 210 South Prince St., in Lancaster, Pennsylvania (hereinafter the "Project").

(a) The City will provide equipment (lift) for the Project. The Artist agrees to return all equipment upon completion of the Project.

(b) The Artist, in collaboration with the City, will design and apply the Mural. The Artist must be available at the Mural site on the day the equipment is delivered and take responsibility for its operation.

(c) The Artist agrees to use their best efforts to work to complete the Mural and the Project on or before September 5, 2018

2. Approval. The Artist acknowledges that the design for the Mural must be approved by the City and the property owner before the work of painting the Mural can begin. The Artist will not materially deviate from the City's approved design without authorization from the City.

3. Copyright. All documents, plans, artwork, and other materials developed or prepared by the Artist in performance of this Agreement ("Preliminary Materials") shall become the sole and absolute property of the City. The City may display the Preliminary Materials in any exhibition or other public forum. In consideration for the compensation set forth in Paragraph 5 of this Agreement, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Artist hereby agrees that any and all intellectual property associated with the Mural, including any copyright will be owned by the City. The Artist shall cause all artwork, designs, and other materials developed in connection with their services under this Agreement to bear the following designations: "©2018 (or applicable year) The City of Lancaster, PA. All rights reserved."

4. Use of the Mural. The Artist acknowledges that the City will from time to time permit the reproduction of the Mural in appropriate circumstances in order to help publicize its programs, enhance the appreciation of public art, and in some instances raise money to further its mission. Any monies generated by the use of the Mural will be used to support the City's public art program and mission. The City will not have the obligation to pay the Artist any portion of such monies.

5. Compensation. In consideration for their work on the Project, the Artist shall each be paid by Matthew Geller, a third party. The Artist agrees to accept the sum as full compensation for all of their work on the Project.

6. Insurance Coverage. The City maintains general liability insurance coverage for bodily injury and property damage (each as defined by the policy) for mural projects commissioned by the City, and the Artists will be covered under such policy for the period during which they are working on the Mural.

7. Health Insurance. The Artist agrees that they shall maintain a policy of health insurance on behalf of them at all times during the term of this Agreement until the Project has been completed. The Artist agrees that their health insurance shall be the primary coverage for any illness or injury they may sustain as a result of or related to the services as they will render pursuant to this Agreement.

8. Independent Contractor. The Artist shall at all times in connection with the work on the Project be acting as an independent contractor and no act, failure to act, by the City or the Artists, shall be construed to make or render the Artist other than an independent contractor.

9. Assignment. This Agreement is for the personal services of the Artists and may not be assigned by the Artists.

10. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The Artists acknowledge that they have fully read, fully understand, and are in complete agreement with the terms and conditions set forth in this Agreement. In consideration for the compensation that the City will pay to the Artists, the Artists agree to be bound by the terms contained in this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LANCASTER

ARTIST

Signature

Signature

Name Printed

Name Printed

Title

Title

Date

Date