



SAMPLE

**CITY OF EUGENE CULTURAL SERVICES ARTIST AGREEMENT
Windowfront Exhibitions CONTRACT #**

BETWEEN: City of Eugene Cultural Services (City) and ARTIST

Date of agreement:

Project Description: City of Eugene Cultural Services WINDOWFRONT EXHIBITIONS will work with ARTIST in the placement of artwork and/or art installation in vacant storefront window display, _____, 2023.

Timeline

Location Location of Storefront

Contacts

City of Eugene

99 West 10th Avenue, Suite 117

Eugene Oregon 97401

@eugene-or.gov

Artist or Arts Organization

Name:

Address:

Email:

Phone:

The WE Downtown Public Art Assistant will:

- Procure site which is **subject to change due to availability of space.**
- Prepare and present a clean and safe space no later than one week before opening date.
- Meet with Artist prior to installation to access site.
- Provide Artist access to the space on agreed upon dates for install and strike of installation or display.
- Support Artist in meeting their deadline and problem solve as work progresses.
- Ensure Artist's display is secure and is not altered during the agreed upon timeline. In the event something must be moved, Artist will be notified to coordinate.
- Share Artist's marketing content with Cultural Services Marketing Coordinator to promote and publicize the exhibition through press release, social media and information signage.

Artist agrees to:

- Adhere to project proposal. Significant changes to artist proposal should be coordinated with the Downtown Public Art Program Assistant.
- Attend the artist orientation identified by Downtown Public Art Program Assistant.

- Provide marketing content to the organizers for press release, website, information panels, and outreach to be publicize by Cultural Services Marketing Coordinator.
- Tour the spaces prior to installation. Share installation plan with the DA.
- Install artworks or display on agreed upon days. Installations that include glitter or tiny materials must be contained. Consider drop clothes, sheets ect.
- Ensure public does not have access to the space unless agreed upon with the DA.
- Take and share high quality images (before, during and at completion).
- Maintain installation should anything change the original condition during the project.
- Assist in deinstallation. **Artist may be asked to deinstall early if the space is leased or is no longer available.** The Downtown Public Art Program Assistant will do their best to procure another space and support in moving installation.
- Allow the final design, images of the completed project, and images of the work in progress to be used by Cultural Services for marketing purposes (website, social media, newsletters, etc).
- Consider speaking on behalf of their project, give an art talk to the public, or engage in other community events.
- Consider attending and participating in any future events, which may require video and press interviews.
- Deinstall the week of _____ (to be scheduled).
- Clean and remove all trash from the space after installation and strike.

Intellectual Property Rights

Copyrights. In accordance with 17 U.S.C. § 106, Artist shall retain all copyrights in the Final Art and the Work in Progress, subject to the limitations set forth in this Section.

Artist shall have the right to create and distribute derivative works of the Final Art and the Work in Progress. The Artist grants to City and its successors a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, fully-paid license to create, display, and distribute photographs and other two-dimensional derivative works of the Final Art for governmental-related purposes, including, but not limited to, advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and promotional gifts.

Vandalism (Installation Clause) In the event of vandalism, unforeseen natural events or safety concerns during installation, complete alterations and/or repairs to installed artworks may include:

- Partial or complete deinstallation and/or reinstallation.
- Alterations, repairs, or adjustments requested by Cultural Services, including partial or complete deinstallation and/or reinstallation. These requests may be made based on aesthetic, safety, or structural concerns. Additionally, the artist agrees that the decisions of the Public Arts Manager or Community Programs Senior Manager regarding such alterations or deinstallation are final.

Insurance: Artists are encouraged to have insurance. If there are concerns, please contact the Downtown Public Art Program Assistant. Artwork installations created by the artists for the WE project are insured by City of Eugene Cultural Services. However, if the artist were to cause damage other than property damage, they are not covered. The City highly recommends that artists purchase outside insurance up to \$2M in coverage. If the artist is unable to provide this coverage, they should contact the Public Art Program Assistant to work with City of Eugene Employee Resource Center (ERC) claims team.

Indemnification. Artist shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Artist, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Artist and Artist's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Artist shall, if City so elects and upon tender by City, defend the same at Artist's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Artist, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Artist, within a reasonable time, of any claim, threat of claim or legal action.

The signatures below serve as an agreement by the parties to the terms described above.

ARTIST

Date

City of Eugene Cultural Services

Date