

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Wendy Hale, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Wendy Hale] [2025]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

7. Fabrication and Installation. After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license, or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Wendy Hale], [2025].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

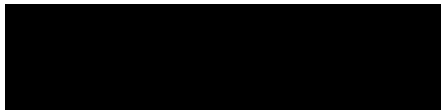
20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist:

Wendy Hale



To the City:

Lupe Valdez
Acting City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: lvaldez@angletonpd.net

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Wendy Hale's Traffic Box Art Wrap Project Proposal (__ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Wendy Hale
Artist**

Lupe Valdez, Acting City Manager

Date: _____

Wendy Hale, Artist

Date: _____

ATTEST:

Michelle Perez, City Secretary

EXHIBIT A-1

Wendy Hale's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)