

**AGREEMENT FOR
MURAL DESIGN, INSTALLATION, AND APPLICATION
IN THE TOWN OF EATONVILLE, FL**

This Agreement for Mural Design, Installation, and Application in the Town of Eatonville, FL (the “**Contract**”) is made between the **Town of Eatonville Community Redevelopment Agency**, a body politic and corporate of the State of Florida (the “**CRA**”), and _____, an individual, (the “**Artist**”), providing for the **design, installation, and application of one (1) wall-sized mural to be used on display, in the public, within the Town of Eatonville**. The foregoing parties are herein collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

The purpose of this Contract is to set forth the terms and conditions for the design, installation, and application to be used on display, in the public, and in particular for one (1) wall-sized murals in the Town. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree to as follows:

1. Definitions. In this Contract:

Work means, both independently and together, as the context requires, the art and design for one (1) wall-sized mural, the design to be created by the Artist and, after approval by the TOECRA Board of Directors, the installation and application of such murals by the Artist, as described in the proposal provided by the Artist, which has been attached and incorporated as *Exhibit A* (hereinafter, the “**Proposal**”), within the Town.

Mural means a painting or other work of art, executed directly on a wall displaying the Work, that has been designed, installed, and applied by the Artist with the permission or and through partnership with the Town.

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. The Artist will create and provide to the Town 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 Town in a digital format.
- c. Artist grants an irrevocable license for the use of the Work to the Town, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any anyone the Town deems appropriate or beneficial (“**License**”). This License shall allow the Town to establish the Work as a residential feature of the Town Of Eatonville, Florida, and shall be granted and belong to the Town for the life of the

Work. The License shall also extend to any reproductions of the Work made by the Town or on behalf of the Town, during and after the life of the Work, in furtherance of the public purposes of and benefits to the Town.

4. Town’s Obligations.

- a. So that the Artist may complete the application and installation of the Work, the Town shall provide, at the Town’s sole cost and expense, a drivable scissor or boom lift (the “Drivable Lift”) for the operation and use of the Artist during those days on which the Artist is completing the Work. The Parties agree and acknowledge that the provision of this Drivable Lift is essential to the completion of the Work and that the performance of the Work will be affected if the Artist does not have access to the Drivable Lift on those days which the Artist is performing the Work.
- b. The Town will provide credit to the Artist substantially in the following form: “Mural by: [_____] [2024].” This credit may be included on the Town website next to a digital copy of the Mural. Any reproductions of the Work made by the Town will credit the Artist and contain a copyright notice.

5. Consideration.

- a. The artist has agreed to donate their time to install the mural, so there is no compensation. However, in consideration of this agreement, artist agrees to receive recognition from the CRA, on its website and any applicable promotional material acknowledging Artist for his or her work and contribution of time to the Work.

6. Final Design.

- a. The Artist submitted their Proposal pursuant to a request seeking to commission wall-sized mural design, installation, and application to be used on display, in the public, within the Town. The Proposal included a proposed concept or concepts for the Mural(s) instrumental in the Town selecting the Artist for this project.
- b. Upon execution of this Contract, the Artist will undertake the preparation of the final concept for the Work (the “Final Design”).
- c. The Town will notify the Artist, in writing, if the Town requires any revision 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 receipt of the Final Design, if there is no response by the property owner within the 5 day period the Final Design shall be deemed rejected by the Property Owner. The owner of the property on which a Mural will be located shall use his or her best efforts to partner with the Town and the Artist to provide final approval and acceptance of the Final Design. If agreed upon by the Town, the Artist, and the owner of the property on which a Mural will be located, any revisions suggested or proffered by the owner of the

property on which the Mural will be located will become a part of the Final Design.

- e. Within ten (10) business days after final approval and acceptance of the Final Design by the owner of the property on which the Mural will be located, the Town will notify the Artist, in writing of the Town's approval and acceptance of the Final Design.
- f. Upon the Town's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the Town, and is subject to any Copyright rights retained by Artist.

7. Installation and Application. After approval of the Final Design, the Artist shall install and apply the Murals displaying the Work in substantial conformity with the Final Design and in accordance with the installation and application schedule as that schedule appears in the Final Design.

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

- a. The Work is solely the result of the artistic effort of the Artist and the Artist is the sole author, as that term is used in the Copyright Laws of the United States, of the Work. The Artist further represents that it will be the sole author, as that term is used in the Copyright Laws of the United States, 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 Town, 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. The 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 delivery of the Work to the Town, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever. (There is no payment to artist pursuant to Paragraph 5. Compensation).;
- 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. The 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 Town, its successors, and assigns; and

- h. The Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and the Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence.

9. Mural Duration; Repair, Removal, Replacement. A Mural is expected, but not guaranteed, to have a lifespan of 5 years. A Mural may be removed by the Town, depending on its condition, at the Town's sole discretion. The Town will have the right to remove, repair, or replace any Mural, as needed, at the Town's sole discretion. The Artist acknowledges and the Parties agree that the Town's ability to remove, repair, or replace any Mural, as needed, at the Town's sole discretion does not violate the Artist's rights under the Visual Artists Rights Act, 17 U.S.C. § 106A, in which either the Artist's attribution right or the integrity right may be implicated.

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

11. Term of Contract; Survival of Obligations. This Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until the written acceptance of the Work, but in no event will it extend beyond a period of one (1) year. All provisions of this Contract that impose continuing obligations of the Parties, including but not limited to the Artist granting an irrevocable license to the Town, warrant, indemnification, and limitation of liability shall survive the expiration or termination of this Contract.

12. Termination.

- a. The Town may terminate this Contract at any time, for any reason, by giving written notice to the 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 Town.

13. Liability and Indemnity. ARTIST HEREBY RELEASES THE TOWN AND THE TOWN'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE TOWN AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "TOWN-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE TOWN-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, AND 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:

- a. ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

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

15. 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 Town. This covenant will survive termination or expiration of this 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 composition of the Work in so much as not to reasonably cause confusion with the final Work.
- b. The Artist grants to the Town, 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, photographs and digital reproductions of the Work for inclusion in the Town Of Eatonville's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic or online media. The Town may include information about the Work and Artist on other plaques or materials and in other information as determined by the Town.
- c. If the Town wishes to make reproductions of the Work for commercial purposes, including, but not limited to, t-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.
- d. All reproductions by the Town will contain a credit to the Artist in substantially the following form: "Mural by: [_____] [2024]."

- e. The Artist will use the Artist’s best efforts in any public showing or résumé use of reproductions to give acknowledgment to the Town in substantially the following form: “An original Work commissioned by and in the public art collection of the Town Of Eatonville, Florida.”
- f. The Town is not responsible for any third-party infringement of Artist’s intellectual property rights and is not responsible for protecting the intellectual property rights of Artist.

17. 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 Town.
- c. The Town will have the right to assign or transfer the Contract, and any and all of the Town’s rights and obligations under the Contract, without Artist’s consent, if the ownership of the property on which the Work is located is transferred.

18. Entire Contract. This Contract represents the entire Contract between the Town and the Artist. This Contract may be amended only by written agreement signed by both Parties.

19. 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.

20. 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.

21. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three (3) 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: _____

 Email: _____

To the Town: **Town Of Eatonville Community Redevelopment Agency**
Attn: Shaniqua Rose, CRA Executive Director
307 E. Kennedy Blvd.
Eatonville, Florida 32751
Email: cra@townofeatonville.org

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.

22. Law Governing and Venue. This contract is governed by the laws of the state of Florida, and a lawsuit may only be prosecuted on this contract in the County or Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

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

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

Exhibit A: Artist’s Design Proposal

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

**TOWN OF EATONVILLE,
FLORIDA COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
_____, *Artist*

By: _____
Marlin Daniels, Chair

Date: _____

Date: _____

ATTEST:

By: _____
Veronica King, Town Clerk