

MEMORANDUM OF UNDERSTANDING BETWEEN
Lathrup Village & the Detroit Institute of Arts

Community Partner	Detroit Institute of Arts
Lathrup Village	Julie McFarland, Executive Director, Public Affairs & Community Engagement Detroit Institute of Arts 5200 Woodward Avenue, Detroit, Michigan 48202 jmcfarland@dia.org

Definitions

- Community Partner: Lathrup Village
- DIA: Detroit Institute of Arts
- Location: Lathrup Village City Hall, 27400 Southfield Road, Lathrup Village, MI 48076
- Project: Mural
- Term: 10 years from the date of completion.

We agree to the following:

Shared Partner Goals

- Engage the Lathrup Village community to help them explore and express their sense of community through the creation of a work of public art.
- Create a highly visible-mural.
- Visibility and awareness for partners and their offerings.

DIA Commitments

- Coordinate the overall project.
- Provide a Lead Artist to complete the Project.
- Provide payment to complete the project.
- Co-market events associated with the Project.
- Share any available photos and video of the creation of the Project with the Community Partner upon request.
- Aim to complete the Project by the end of 2025.

Community Partner Commitments

- Provide feedback on Project renderings in accordance with the Project timeline.
- Coordinate with all partners to promote the success of the Project, including taking the lead on any required approval processes.
- Co-market events associated with the Project.
- Share any photos and video of creation of the Project with the DIA.

- The partnership between the DIA and the community partner shall include a best effort for a ten-year life of the mural from completion to be kept and maintained by the community (see Maintenance section below).
- Take the lead on the unveiling celebration, which can include:
 - Microphone and audio equipment.
 - Music and refreshments.
 - Coordinate logistical accommodation for the event (ex. blocking off streets).
 - Marketing and press releases.
- Agree for a permanent work of art to be created at the Location.
- Understands that this is a community informed mural.
- Provide access to the Location—including nearby access to a restroom, water supply, and storage for the duration of creation the Project, if applicable—to project coordinators and artist(s).
- Allow for a permanent sign describing the partnership, that includes DIA logo, to be installed alongside the finished Project.

Ownership

- Ownership of the completed Project will reside with the Community.
- The Lead Artist shall retain all rights of intellectual property of the mural and preliminary designs.
- Should the Recipient intend to sell the property on which the mural is located, the Recipient agrees to encourage the new owner to keep and maintain the mural as a part of a property transfer agreement, as the mural is a part of the culture and history of the community.

Copyright and Reproductions

- The Lead Artist reserves all rights of copyright in the Project including the preliminary designs. The Lead Artist shall also receive authorship credit in connection with the mural on any reproductions of the mural.
- All parties agree that each party has the right to reproduce images of the Project for use in marketing and to include authorship credit of the Artist(s). If there is a desire to produce products for profit utilizing the image of the Project it will be decided upon and between the Lead Artist(s) and Community Partner.
- The DIA retains non-exclusive copyright for promotion and use of web.

Right of Publicity

- The Community Partner gives the DIA permission to use their (and any employee, executive or representative of either) name, identity, picture, portrait, and photograph, and the entirety, parts, or paraphrased quotes and comments about the Project in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of their (and any employee, executive or representative of either) rights of privacy, right of publicity, identity rights, or any other personal or proprietary rights the Community Partner may possess in connection with any use, promotion, or display of the mural, including the preliminary design.

Documentation

- All parties agree that documentation—including photography and video—of the Project during its creation will be shared with all parties upon request.

Non-Destruction and Alteration

- The Community Partner shall ensure that the Project is properly maintained with respect to the Lead Artist's original design.
- All murals are long-term temporary and no one, including the artist, has the right to assert the work as permanent.

Maintenance

- If the Project needs maintenance due to natural deterioration or otherwise, and according to the standards of the Community Partner, the Community Partner will first contact the Lead Artist before contacting other artists that could do this work to determine if the Lead Artist is interested and available to do this maintenance at an agreed upon rate.

Destruction

- Should an Act of God destroy a majority of the completed Project, the Community Partner bears no obligation to pay for the Project to be repaired or replaced, or to allow the repair or replacement of the Project to be paid for by another entity. Should an Act of God occur that destroys a minority of the completed Project, the Recipient commits to maintaining the Project as noted in the "Maintenance" section above.

Insurance and Liability

- Community Partner shall insure their own employees working at the Location.
- DIA shall insure their own employees working at the Location.
 - ☐ Contracted artists shall provide their own insurance as subject to their contract.
- DIA disclaims all liability for the acts or omissions of any individuals not employed by DIA, including contractors.

Project Description

Mural on the exterior south-facing wall of Lathrup Village City Hall at 27400 Southfield Rd., MI 48076.

Signatures

COMMUNITY PARTNER

NAME: _____

Lathrup Village Rep

Detroit Institute of Arts

NAME: _____

Julie McFarland, Executive Director of Community Engagement and Public Affairs