

ARTIST AGREEMENT

This agreement is made and entered into this 8 of 12, 2010, by and between the City of Marshall and Marshall Mural Committee, hereinafter collectively referred to as the "Contractor" and Greg Wimmer, hereinafter referred to as "Artist", as follows:

WHEREAS, Contractor has initiated discussions regarding the development of artistic murals to be placed upon downtown Marshall, Minnesota buildings as an enhancement and revitalization of the downtown core business district and

WHEREAS, Artist has submitted a proposal for creation of music themed mural to be placed on a downtown Marshall, Minnesota building and

WHEREAS, parties hereto propose to enter into contractual relationship as outlined below.

NOW, THEREFORE, inconsideration thereof, the parties hereto agree as follows:

1. Artist's Music Mural Development. The Artist hereby agrees to use his best skill and talents to design, create, and paint a mural in substantial compliance with the specifications set forth below:
 - a. The mural shall be approximately 77 feet in length and 16 feet in height. The mural shall depict music based theme as approved by the Contractor pursuant to previously approved design as previously submitted by Artist.
 - b. The mural shall be designed, created and painted upon the west wall to be located at 316 West Main Street in Marshall, MN.
 - c. The Artist shall commence painting the mural on the building at said location on or before May 15, 2011, with estimated completion time of approximately 1 month. Artist shall complete the mural no later than July 1, 2011, subject to severe weather constraints.
 - d. Artist shall be solely and exclusively responsible for mural design, creation and painting. Said responsibility shall include wall preparation prior to painting of the mural. This shall include necessary priming of the wall prior to commencement of the mural and shall include a seal overcoat of the painting after completion.
 - e. The Artist shall complete the mural painting as depicted in the detailed prior approved sketch of the mural. The prior approved sketch shall include an

explanation of color scheme and design prior to initiation of the mural project.

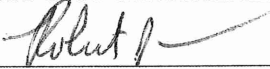
2. Payment of Fees and Expenses. Contractor shall pay to Artist total payment of Five Thousand and no/100 (\$5,000.00) Dollars for the design, creation and painting of the mural. Payment of said \$5,000.00 shall be based upon schedule as approved between Contractor and Artist. Approved payment schedule shall be attached as Exhibit A attached hereto. In addition to the painting fee as set forth above, Contractor shall purchase and provide to Artist all paint and materials necessary for the painting of said mural. All unused paint and materials shall remain under the ownership of Contractor and shall be returned or provided to Contractor upon completion of the mural.
 - a. Contractor shall make arrangements for and shall pay for temporary lodging incurred by Contractor during the time of the mural painting, travel mileage and meals as set forth in exhibit A.
 - b. Artist shall provide to Contractor, a certificate of commercial general liability insurance with coverage in the amount of Five Hundred Thousand and no/100 (\$500,000.00) Dollars. Said insurance policy shall list the City of Marshall as loss payee and the Artist shall be solely and exclusively responsible for liability incurred by him during the term of the painting of said mural. Artist shall be solely and exclusively responsible for site clean up should paint or other materials be spilled or otherwise discharged onto the public sidewalk. Volunteers as provided by Contractor shall be covered separated under the City's liability insurance policy. Any injury or damage suffered by volunteers or any injuries or damage caused by said volunteers shall be exclusively covered under the City's insurance policy and shall not be the responsibility of artist.
 - c. Artist agrees to indemnify and hold Contractor harmless from any injuries resulting from Artist's actions during the completion of the mural.
3. Transfer of Rights, Title and Interest. It is hereby understood and agreed by and between the parties hereto that the mural to be painted by Artist shall be deemed public property and the Artist hereby assigns and transfers onto Contractor all rights, title and interest in and to said mural. Artist reserves no trademark, copyright or any other intellectual property rights to said mural. Contractor shall have the right to use said

mural in future promotional or other artistic photographs, calendars or other such uses of said mural.

4. Maintenance. Contractor agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter.

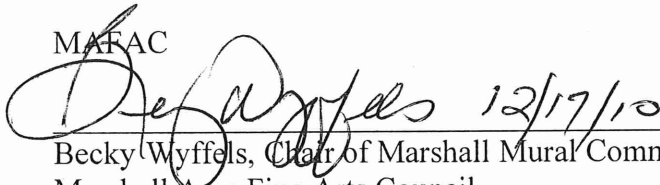
Dated this 28 day of December, 2010.

CITY OF MARSHALL



Robert J. Byrnes, Mayor

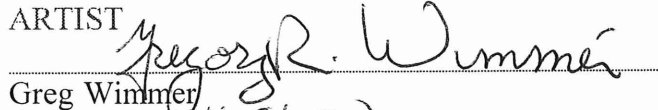
MAFAC



Becky Wyffels, Chair of Marshall Mural Committee
Marshall Area Fine Arts Council

Dated this 8 day of 12, 2010.

ARTIST



Greg Wimmer

829 11th St SW
Rochester, MN 55902

(Address)

Marshall Mural Project - Music Mural
Exhibit A of Artist Agreement

<u>Item</u>	<u>Description</u>	<u>Budgeted Amount</u>
1. Artist' Contract	mural artist stipend Payments, Feb 1, 2011-\$1000, May 1, 2011 -\$2000, Conclusion of project -\$2000	\$5,000.00
2. Paint	primer and artist paint Use of Valspar grant, and other items as identified, including overcoat	\$3,000.00
3. Paint Supplies	brushes, cleaning supplies	\$2,000.00
4. Travel	\$.50 per mile IRS rates of \$0.50 per mile	\$1,500.00
5. Housing	For artist \$70/day maximum of 30 days	\$2,100.00
6. Meal Allowance	average of \$35 dollars per day	\$600.00
7. Rent 1 month	storage, prep space local storage as needed by artist	\$600.00
8. Scaffolding Rental	locally rented for artists use	\$1,500.00
9. Insurance	artist liability insurance	\$500.00

Statement for reimbursement to artist with receipt of invoice for payment will be processed as submitted for approval to Becky Wyffels, Chair, Marshall Mural Project.