

ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT

This ARTWORK LICENSE AGREEMENT: TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this ___ day of _____, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Lupe Galvan, an individual person (“Artist”).

WHEREAS, the City desires that public art will be a component of our community, and to that end, the Meridian Arts Commission (“MAC”) issued the Call for Artists attached hereto as *Exhibit A*, seeking proposals for the inclusion of artwork in the Traffic Box Art Image Repository, a repository of images portraying artwork available for production of vinyl wraps to be installed on traffic signal boxes in Meridian as derivative works, with permission from the property owner Ada County Highway District, as part of the Traffic Box Community Art Project (“Project”), as a benefit to the public;

WHEREAS, Artist submitted a response to the Call for Artists, which response included the Application and Acknowledgments and letter of intent attached hereto as *Exhibit B*;

WHEREAS, on May 13, 2021, the Meridian Arts Commission reviewed the responses to the Call for Artists, recommended works appropriate for inclusion in the Traffic Box Art Image Repository based on their respectively submitted proposals, including the piece of art entitled *Deer at Dusk*, depicted in *Exhibit C* hereto (“Artwork”) submitted by Artist, and on June 15, 2021, Meridian City Council accepted such recommendation, creating the Traffic Box Art Image Repository via Resolution no. 21-2271;

WHEREAS, Artist wishes to participate in the Project by allowing the Artwork to be scanned and formatted in order to depict a derivative work of the Artwork on a vinyl wrap installation on a traffic control box, subject to the following terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

I. SCOPE.

- A. License; alterations.** Artist grants to City an irrevocable license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps (“Vinyl Wrap”), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in City’s sole discretion.
- B. Delivery of Artwork; purpose.** Artist shall allow City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, printing such image or portions thereof on the Vinyl Wrap, and installing the Vinyl Wrap as a derivative work on one or more traffic control boxes in Meridian, Idaho. City shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist’s person, property, or interests. Insurance of original Artwork shall be in Artist’s sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- C. Copyright.** Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. City shall maintain

the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.
2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as derivative works from Artwork, if any, will be selected in the City's sole discretion, and once installed, City or other duly authorized party may modify or remove, or allow modification or removal of same, in City's sole discretion. Artist specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Payment. City shall make total payment to Artist for services rendered pursuant to this Agreement in the amount of six hundred dollars (\$600.00). This payment shall constitute full compensation from City to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.

G. Photographs. Artist consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes.

II. TERMS AND CONDITIONS

A. Acknowledgment. Artist acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.

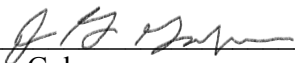
B. Indemnification; waiver. Artist shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Artist or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.

C. Relationship of Parties. Artist is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City.

- D. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- E. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- G. **Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- H. **Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- J. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

ARTIST:



 Lupe Galvan

CITY OF MERIDIAN:

BY: _____
 Robert E. Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

Call for Artists: TRAFFIC BOX ART IMAGE REPOSITORY

OVERVIEW:

The Meridian Arts Commission (MAC) seeks proposals of two-dimensional artwork to be added to a repository of images portraying artwork available for reproduction on a vinyl wrap to be installed on a traffic box in Meridian. As funding becomes available, MAC and/or a sponsoring partner may select a piece of artwork represented in the repository to reproduce as a vinyl wrap. Artwork included in the repository may not be selected for a traffic box wrap. A \$600 stipend shall be available for artists whose work is selected for reproduction as a vinyl wrap to be installed on a traffic box, following execution of, and pursuant to, a written agreement with the City of Meridian and scanning of the original artwork portrayed in the selected image by City or City's selected vendor.

ELIGIBILITY:

This project is open to applicants regardless of race, gender, gender identity, sexual orientation, religion, nationality, or disability. The Traffic Box Art Image Repository is to include original artwork by artists who live or work in Idaho's Treasure Valley, created using any medium, so long as it can be represented in a high-resolution digital image without loss of integrity or quality. No artwork will be included in the repository which does not meet the selection criteria. Artists whose work is selected for reproduction as a vinyl wrap will be required to enter into a written agreement with the City setting forth specific terms and conditions of inclusion. Each person may submit up to three (3) images for consideration; a maximum of two (2) images per person may be selected for inclusion in the repository. Incomplete or late submissions will be deemed ineligible and will not be considered.

PROPOSAL REQUIREMENTS:

An artist wishing to submit an image for inclusion in the digital repository must provide the following materials and information to MAC in order to be considered for inclusion in the digital repository:

- Completed, signed Traffic Box Art Image Repository Application & Acknowledgements form;
- Descriptions of artwork submitted (which may be used on the online Digital Public Art Map and/or in posted descriptions of completed boxes), approx. 2-3 sentences per artwork, in .pdf format;
- Biography of the artist (or artist statement), must fit on one-page, in .pdf format; and
- Up to three (3) digital images of original artwork proposed for inclusion in the digital repository, image file names must include artist's last name and artwork title.

E-mailed submissions may be sent to mac@meridiancity.org: documents must be .PDF and artwork images must be .JPG format. Hard copy materials (printed on 20 lb paper) may be submitted via U.S. Mail or in-person delivery, addressed to:

Meridian Arts Commission
33 East Broadway Avenue Ste 206
Meridian ID 83642

DEADLINE:

This call shall be open until 11:59 p.m. on Thursday, April 15, 2021.

SELECTION PROCESS:

The selection of art for inclusion in the digital repository will be made by MAC. MAC will notify selectees by email by May 17, 2021. In evaluating eligible proposals, the following factors will be considered and scored out of a total 100 points possible:

- Quality of work (30 points);
- Consistency with City policy and community values (30 points);
- Contribution to aesthetic and cultural atmosphere of the Meridian community (30 points); and
- Suitability of design and concept for a traffic box wrapping (10 points).

Artwork will be deemed inappropriate which portrays: content which violates copyright or other known legal ownership interest, profanity, obscenity, indecency, violence, pornography; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or nationality; defamation or personal attacks.

CONTACT MAC:







Questions regarding this Call for Artists may be sent via e-mail to mac@meridiancity.org.

EXHIBIT B
APPLICATION MATERIALS

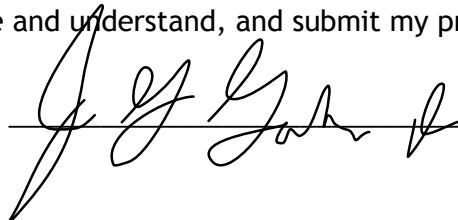
Application & Acknowledgments: TRAFFIC BOX ART DIGITAL REPOSITORY

Applicant: J. Lupe Galvan
 E-mail address: lupeglvn@gmail.com
 Mailing address: 12 S Cypress St Boise ID 83705
 Physical address: 12 S Cypress St Boise ID 83705
 Applicant phone: Day: 208-985-3648 Cell: _____
 Where did you hear about this opportunity?: Alexa Rose Foundation
 Image title(s):
 1. Deer at Dusk
 2. Sawtooths
 3. Pronghorn

I hereby acknowledge the following stipulations and agree that if one of the images listed above is selected for inclusion in the Traffic Box Art Digital Repository, such inclusion shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written Acceptance Agreement between myself and the City of Meridian. I specifically acknowledge and agree that:

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 A. All artwork submitted with this proposal for consideration for inclusion in the digital repository is original work that I myself conceived and created in all respects.
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 B. Before work represented in the digital repository may be installed as a vinyl traffic box wrap, I will be required to enter into a written agreement with the City of Meridian establishing the specific terms and conditions of such installation. No entitlement will issue or attach prior to negotiation and execution of such agreement.
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 C. Before work represented in the repository may be installed as a vinyl traffic box wrap, I will be required to provide the original artwork from which the image was taken. If the original artwork is no longer in my possession, I will advise the Meridian Arts Commission so that the image may be removed from the digital repository as a potential option for installation as a vinyl wrap.
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 D. Upon submission of artwork to the City of Meridian for consideration for inclusion in the digital repository, such submission is a public record, subject to the Idaho Public Records Act.
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 E. Artwork included in the digital repository may be removed from the repository, and/or the repository may be deleted or discontinued, without notice to the artist.
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 F. The City seeks to encourage artistic expression and public dialogue, but must simultaneously ensure that persons of diverse ages and perspectives feel welcome and comfortable in public spaces. To this end, only artwork meeting the eligibility standards described in the Call for Artists shall be included in the digital repository.

I acknowledge and understand, and submit my proposal subject to, each and all of these terms and conditions.

Signature: 
 Date: 3/29/21

Born in 1981, I grew up in rural Idaho among the farm lands of the Snake River valley. I earned my BFA in Illustration from Boise State in 2006 and an MFA from The New York Academy of Art in 2009. I live and work in Boise, I am interested in figurative painting, Plein Air Landscape and Illustration.

TRAFFIC BOX ART IMAGE REPOSITORY

Deer At Dusk: Original is a mixed media drawing. Two Mule deer running at Dusk - stylized background inspired by 19th Century Impressionist Posters.

Sawtooths: A Digital Drawing of the Sawtooths, it is inspired by Japanese Block Print Styles. It was created using about 20 layers including scans of actual paper for texture, gradients and overlays.

Pronghorn: From the original oil painting, it is a depiction of Pronghorn Running. As a child seeing pronghorn run in distant fields was a common sight.

EXHIBIT C
DEER AT DUSK

