

**PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK
FOR TRAFFIC BOX COMMUNITY ART PROJECT**

This PROFESSIONAL SERVICES AGREEMENT FOR ARTWORK FOR TRAFFIC BOX ART PROJECT (“Agreement”) is made this ____ day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Kimberly or Gary Willard, (“Contractor”), an individual person and parent or legal guardian of Veronica Willard, a minor child (“Artist”).

WHEREAS, the City desires that public art will be a component of our community and to that end, has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District, as a benefit to the public;

WHEREAS, representatives of the Meridian Arts Commission (“MAC”) selected a piece of art created by Artist entitled “*Flower art*,” as depicted in *Exhibit A* hereto (“Artwork”), to become an installation as part of the Project; MAC made this recommendation to Meridian City Council, and the Meridian City Council accepts MAC’s recommendation; and

WHEREAS, Artist and Contractor wish to participate in the Project by allowing the Artwork to become 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. Delivery of Artwork; purpose.** Contractor shall allow City to temporarily take possession of Artwork for the purpose of creating a digital image of the Artwork, printing such image on a vinyl wrap, and installing the vinyl wrap 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 Contractor’s or Artist’s person, property, or interests. Insurance of Artwork shall be in Contractor’s sole discretion and responsibility. Contractor shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.
- B. License; alterations.** Contractor grants to City an irrevocable license to digitally and/or photographically reproduce the image of the Artwork and to 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, or for other purpose, in City’s sole discretion.
- C. Copyright.** Neither Artist nor Contractor shall make any claim to the copyright of the Artwork. Contractor expressly waives any and all right, title, or interest in the images or products created using Artwork. Contractor understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display. Contractor agrees to relinquish and waive any and all rights, title, and interest to the Artwork, 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.* Contractor 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. Limited edition.** Contractor warrants and represents that the Artwork has never before been created, published, produced, reproduced, or copied; that Artist is the sole creator of the Artwork; and that Contractor, as Artist's parent or legal guardian, is the lawful owner of all rights in the Artwork.
- E. Ownership.** City shall own the digital image created from Artwork and any portion or product thereof, including the vinyl wrap or wraps created therefrom. City shall also own the copyright to Artwork and any product or component thereof, including the vinyl wrap or wraps created therefrom. The installation location(s) of the vinyl wrap(s) created 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 or other applicable agency's sole discretion. Contractor specifically waives the right to claim any remedy concerning the alteration of any image of Artwork or portion thereof, including the vinyl wrap or wraps created therefrom. City shall not be obligated by this Agreement to install any vinyl wrap or wraps featuring the digital image of Artwork or any portion thereof.
- F. Payment.** City shall make total payment to Contractor for services rendered pursuant to this Agreement in the amount of fifty dollars (\$50.00). This payment shall constitute full compensation from City to Contractor and to Artist for any and all services, costs, and expenses related to services performed under this Agreement. Contractor and/or Artist shall be responsible for payment of any and all taxes due and owing for payment received under this Agreement.
- G. Photographs.** Contractor consents to City's publication and/or use of any photographs or recordings of Artist, Artwork, or installations created using Artwork, for promotional purposes.

II. TERMS AND CONDITIONS

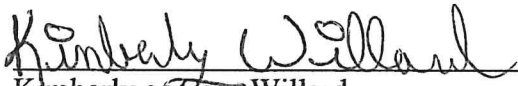
- A. Acknowledgment.** Contractor acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- B. Indemnification; waiver.** Contractor shall indemnify, save and hold harmless, release and forever discharge 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 Contractor or Artist 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.** Contractor 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 Contractor and City or 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. **Compliance with law.** Contractor and Artist shall comply with any and all applicable federal, state, and local laws.
- 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.

CONTACTOR:

ARTIST:


 Kimberly of Gary Willard
 Parent or Guardian of Veronica Willard


 Veronica Willard

CITY OF MERIDIAN:

BY: _____
 Robert Simison, Mayor

Attest: _____
 Chris Johnson, City Clerk

EXHIBIT A
VERONICA WILLARD

