

City of Yakima Arts Commission

License Agreement

“Keep Yakima Beautiful” Garbage Receptacle Art Project

Artist Name:

Address:

Phone:

Email:

Artwork Description:

2 Digital Images of:

Names of artwork:

AGREEMENT

This Agreement is made and entered into this ____ day of _____, _____, by and between the City of Yakima (“Yakima”) and _____ (“Artist”) to design, engineer, fabricate and install a work of art entitled _____, and generally described above (the “Work”), created by Artist for the purpose of publicly displaying the Work in the City of Yakima, Washington. For and in consideration of the mutual promises set forth below, the receipt and sufficiency of which are hereby acknowledged, Yakima and Artist (hereinafter collectively referred to sometimes as “Parties”) agree as follows:

1. Representations of Artist

Artist hereby represents, acknowledges, covenants and warrants to Yakima as follows:

- 1.1 The Work is an original work of art created by Artist.
- 1.2 Artist owns all title and rights in and to the Work, and has not entered into any prior agreements which restrict or impair such rights.
- 1.3 The Work does not infringe on any third party’s copyrights or other intellectual property rights.
- 1.4 The Work will be displayed in an unsupervised display, subject only to the same degree of police and maintenance scrutiny applicable to other outdoor public improvements in the particular area of placement and the City of Yakima.

2. Compensation to Artist

In compensation for this Work and the other obligations of Artist. Artist shall receive from Yakima total compensation in the amount of Two Hundred Fifty Dollars (\$250.00). The payment to Artist shall be made in one (1) installment based upon acceptance of the digital image. No other compensation shall be payable to Artist for any reason arising out of this Agreement or the purposes contemplated hereunder.

3. Installation of the Work

Once a digital file is provided by Artist in a format and form that may be used for the Project, Yakima shall be responsible for all aspects of the physical installation of the Work, both the placement of the Work on the garbage receptacle, as well as installation of the receptacle at its location within the city. Installation of the Work and location of the Work shall be at the City's sole discretion. City may keep the Work installed on a garbage receptacle for the length of time deemed appropriate by the City, at the City's sole discretion.

4. Non-Exclusive License and Use

4.1 Artist will retain copyright to the artworks. Artist will grant a non-exclusive and non-commercial license to Yakima to copy or reproduce the Work for use on public garbage receptacles and for all standard collection purposes including specifically (but not limited to): exhibition and collections catalogues, Yakima websites, handouts, brochures, didactic labels, magazines, journals, and newspapers; to transmit or otherwise communicate a display thereof by means of any device or process (examples include but are not limited to film, television, and mobile technology) and to authorize others to do the same, but only on the condition that all such reproductions of the Work bear a credit notice bearing the Artist Name, Work Title, and Year the Work was created. This non-exclusive and noncommercial license, which DOES NOT transfer ownership of copyright to Yakima, will endure for the entire term of the copyright in and to the Work (to the extent permissible under the copyright laws of the United States) and will survive all assignments of copyright.

4.2 Artist hereby agrees that Artist will give Yakima written notice prior to asserting any claim pertaining to the specific Work which may arise pursuant to 17 U.S.C. § 101 et seq. (the "Copyright Law"), including but not limited to 17 U.S.C. § 106A (e), the Visual Artists' Rights Act. Upon receiving such notice, Yakima will have at least 60 days from the date of receipt to cure any such claim.

4.3 Artist agrees that photographic reproductions of the Work made by the Artist for publicity purposes shall refer to the fact that the Work is installed as part of the Garbage Receptacle Art Project administered by the City of Yakima.

4.4 In the event Yakima wishes to use the Work for commercial purposes, Yakima will contact Artist so that a separate agreement may be negotiated.

5. Termination by Artist

In the event Artist wishes to terminate this Agreement and remove the Work from the garbage receptacle, Artist shall give notice to Yakima of such desire to terminate and return One Hundred Twenty-Five Dollars (\$125.00) of the Consideration to Yakima. Artist shall have no rights to terminate this Agreement within the first 180 days of this Agreement.

6. Additional Provisions

6.1 This Agreement contains all the understandings and agreements of the Parties relevant to this issue and all other documents or writings have been merged herein.

6.2 This Agreement shall be governed by the State of Washington and should any dispute arise between the Parties, they specifically agree that venue for any action shall be in Yakima County.

6.3 The Parties agree to first attempt to mediate or informally resolve any disputes arising under this Agreement before filing any action in a court of law.

6.4 The terms of this Agreement are binding on the Parties, their heirs, successors and assigns.

6.5 No amendment, addition, or modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

6.6 This Agreement, or any interest herein, shall not be assigned or transferred in whole or in part by Artist to any other person or entity.

6.7 If any portion of this Agreement is held invalid by subsequent law or the court, the remainder of this Agreement shall remain in full force and effect.

WHEREFORE, the undersigned have read the terms and conditions of this Agreement and agree and acknowledge said terms and conditions, this Agreement shall be effective on the date signed by the last party to sign below.

ARTIST

CITY

Print Name: _____
Address: _____

Phone: _____
Email: _____
Date: _____

Victoria Baker, City Manager
129 North 2nd Street, Yakima, WA 98901
509-575-6000
vicki.baker@yakimawa.gov
Date: _____