



City of Pullman – Pullman Arts Commission

Art Services Agreement

Art Services Agreement
between
the City of Pullman
and
Name, Artist/Contractor

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into between **the City of Pullman** (hereinafter “City”), and **ARTIST(S) NAME** (hereinafter “Contractor”). The objects (or “Work”) are referred to in this contract as listed on **Attachment A**.

1. PURPOSE

- a. The purpose of this Agreement is to engage the services of Contractor for the physical creation and production of visual art (“Work”) for an active participant in the Pullman Arts Commission (hereinafter “PAC”) exhibition, installation, and public arts program(s).

2. DESCRIPTION OF SERVICES & OBLIGATIONS

Contractor will provide those services and staff, and otherwise do all things necessary for or incidental to the performance of the Work, as set forth below:

- a. Detail of Work: Contractor shall complete the Work as follows: All works, as listed on Attachment A, are to be made by Contractor....
- b. Completion Date: Contractor shall complete the Work by...
- c. Contractor will be available to....
- d. Detail of City obligations: The City will....

3. CONSIDERATION

- a. Compensation/Payment for Services: The City shall....
- b. Travel, Shipping, and Other Allowed Expenses: The City shall...
- c. Education Programs: The PAC shall....

- d. The City retains the sole right to determine what is displayed publicly and must receive a preview of the work in the form of slides, proposals, digital images, or the physical work, etc. for consideration prior to agreement. The City reserves the right to refuse to display any or all work(s) within all areas occupied or controlled by the City based on legal, logistical, financial, safety/security, or intellectual property rights issues, or the suitability of the work in relation to the planned display(s) as per the City's Art in Public Place Policies & Procedures.

4. TERMINATION

Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to Contractor. Upon such termination, the City shall pay Contractor the pro rata value of the amount of Work accomplished up to the date of notice of termination, and Contractor shall thereafter release to the City the partially completed Work and all rights thereto.

- a. Termination for Cause: Either party may terminate this Agreement for cause. "For cause" shall be defined as the default of either party in fulfilling any of the terms or conditions of this Agreement. Written notice of the default shall be provided by the non-defaulting party pursuant to Section 11 of this Agreement, after receipt of which, the defaulting party shall have fifteen (15) calendar days from the date notice is received to cure such default. If the default is not cured, the non-defaulting party may thereafter elect to terminate this Agreement upon written notice to the defaulting party, such termination to be effective on the date of such written notice. Upon such termination by the City as the non-defaulting party, no compensation shall be owed to Contractor by the City, and Contractor shall release to the City the partially completed Work and all rights thereto. Upon such termination by Contractor as the non-defaulting party, Contractor shall be released from its remaining obligations under the Agreement and shall be entitled to retain any and all rights to the Work.

5. MODIFICATION

The parties may modify this Agreement only in writing, authorized by the City Council and signed by the authorized representatives of each party and attached to this Agreement.

6. HOLD HARMLESS

Each party to this Agreement shall indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement.

7. OWNERSHIP OF WORK

- a. Work for Hire. Unless otherwise provided, any data that originates from this Agreement shall be "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be dedicated to display in City and any subsequent traveling exhibitions if applicable. The use shall include, but not be limited to, writings,

reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

- b. The Contractor (as Artist) will retain copyright, patent, register, and the ability to transfer these rights on the images of the Work. However, per Contractor's initials here, it is understood that the City has copyright of any publicity publications including but not limited to postcards, advertising, web page, posters, etc. and heretofore grants the City the rights of reproduction and publication of the Works listed as Attachment A.

INITIAL HERE: _____

- c. Final Editing/Approval Rights. City shall retain editing and approval rights on all Work to be provided by Contractor under this Agreement, to be exercised by the City with due care and only to the extent necessary to prevent exposing the City to liability.

7. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington. The provisions of this Agreement shall be construed to conform to those laws.

8. ASSIGNMENT

Work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

9. NOTICE

Notice shall be deemed effective when delivered in person or seven (7) days after deposit in the mail by registered or certified mail postage prepaid and addressed to the respective address listed in the introduction of this Agreement, or to such different address as either party may designate in writing to the other pursuant to this paragraph. Notice is deemed received five (5)

The contact person(s) for all communications regarding the performance of this Agreement shall be:

For the City of Pullman/Pullman Arts Commission:

Name: ((Chair))

Mailing Address: 325 SE Paradise St, Pullman, WA 99163

Telephone: _____ Email: _____

For Contractor

Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ E-mail: _____

FAX:

12. SIGNATURES

The parties affirm the individuals signing this Agreement have been granted the authority to do so. The parties hereby affirm they will complete all the terms and conditions of this Agreement.

CITY OF PULLMAN

ARTIST/CONTRACTOR

By:

By:

Mayor Glenn A. Johnson

Date

Signature

Date

Attest:

Finance Director Leann Hubbard

Printed Name