

**PARK CITY MUNICIPAL CORPORATION
AGREEMENT FOR ARTWORK**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, an individual ("Artist") with respect to the sale of an artwork ("Work").

WITNESSETH:

WHEREAS, the Artist has created the certain Work and has full right, title, and interest therein; and,

WHEREAS the City desires to have artwork on public utility boxes and Artist's Work has been chosen for this project.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SALE OF WORK.

The Artist hereby agrees to sell the Work to the City. Title shall pass to the City at such time as full payment is received by the Artist. The total fee for the Work is Four Hundred Dollars (\$400).

2. METHOD OF PAYMENT.

The Artist will be paid by check in the mail in the full amount of Four Hundred Dollars (\$400) by July 20, 2018.

3. REPRESENTATIONS AND WARRANTIES:

Artist represents and warrants to the City that:

- A. Copyright: Neither the Art nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person;
- B. Title: Title to the Project, including the Art and all materials and components thereof, will pass to the City upon receipt of final payment by Artist free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Project have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and

- C. Original Creation: Artist represents and warrants that: (a) the Work described in Exhibit A (“the Work”) is the original creation of the Artist; (b) the Work is unique and an edition of one; and (c) no identical Work will be created by the Artist.

4. HOLD HARMLESS INDEMNIFICATION.

A. The Artist shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Artist’s negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Artist; and provided further, that nothing herein shall require the Artist to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Artist expressly agrees that the indemnification provided herein constitutes the Artist’s limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Artist claims or recovers compensation from the City for a loss or injury that Artist would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

5. TREATMENT OF ASSETS.

A. Ownership: Artist hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto.

B. Duplication of Art:

(i) Artist hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to

the project Work and all proprietary rights thereto. Artist retains all rights under the Federal Copyright Act and all other rights in and to the Work except ownership and possession, and except as such rights are limited by this Agreement.

(ii) In view of the intention that the Art in its final dimension shall be unique, Artist shall not make any additional exact duplication or reproductions of the final Art, nor shall Artist grant permission to others to do so except with the written permission of the City; provided however, that the Artist may use depictions of the Art in personal promotional materials such as portfolios or resumes, and techniques and design elements from the project in creation of other Art in body of work.

(iii) Artist grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Art for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Artist's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Art appears and to notify the Artist of its efforts.

C. Independent Sale: If in the future the City wishes to sell the Art separate and apart from any real property to which the Art may be integrated or affixed, the City will use reasonable efforts to provide the Artist an opportunity to purchase the Art from the City. However, no liability shall attach the City by virtue of this section.

D. Notice: Artist agrees to keep the City notified in writing of changes in Artist's address, and failure to do so shall be deemed a waiver of Artist's right of first refusal in above.

6. **ENTIRE AGREEMENT.**

This Agreement shall be binding upon the Parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the Parties. Its terms can be modified only by an instrument in writing signed by both Parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other

provisions hereof. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

ARTIST:

Name:
Address:
City/State/Zip:
Tax ID#: _____
PC Business License #: _____

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2018, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation.

Notary Public

EXHIBIT A
DESCRIPTION OF WORK:

DRAFT