



Artist Mural Agreement

This agreement is made this ____ day of _____(month, year),
by and between _____ and the Curator Committee of
Radiate Art Space.

1. Definitions

For the purpose of this Agreement, the following definitions shall apply, unless the context clearly indicates a contrary intent.

"Artist": – Any persons, whether novice or professional, who seeks to or does participate in the Town Center Building mural application/selection process.

"Radiate Art Space" or "Radiate": A private, nonprofit 501(c)(3) entity that includes Board members, the Executive Director, and volunteers that serve the stated mission of organization, to wit: to provide access, opportunities and space to foster social and community-building interactions through the arts for everyone; to create, engage and value art to enrich the community.

"Curator Committee": The Radiate Board of Directors will serve as the Curator Committee. The Board consists of volunteer visual arts professionals and community members who contribute their knowledge and expertise to curate art and fulfill the mission of Radiate Art Space.

"Window Murals": Temporary window murals on the Town Center Building, which shall be painted "in situ" by the selected artist(s) under Radiate supervision and only in locations that have been approved in advance by the Selectboard. Namely, the boarded up windows on the ground floor of the building; more specifically, the seven boarded up windows facing Bridge Street, and the four windows facing the parking lot nearest the Bridge Street entrance, also on the ground floor.

"Temporary": A period of time generally not to extend beyond 12 months.

2. Terms

Curator Committee Responsibilities

The Curator Committee shall be responsible for overseeing the entire window mural project, from application/selection to final removal, including, without limitation: preparing the window space, all communication with the artist(s), organizing the painting process (with teaching/support, if necessary), providing the materials used (namely, acrylic paint), and support of the artists' maintenance of the artwork in the event of defacing or degradation from the weather.

Artist Responsibilities

- a) The artist(s) agrees to work with the Curator Committee during the painting process. Note that this may require multiple consultations. The artist(s) agrees to use the materials supplied by Radiate Art Space unless otherwise agreed upon. Artists shall be responsible for any special supplies needed that are not normally supplied by Radiate Art Space. The artist(s) agree to paint only at the designated times allotted for the painting process and when at least one member of the Curator Committee is present. Note, average painting time per window is approximately 2-3 hours.
- b) The artist(s) agrees that their finished mural will be a faithful rendition of the preliminary design submitted by the artist and approved by the Curator Committee. If the Curation Committee deems that the painted mural is not a faithful rendition, or true to the intent presented in the preliminary design prepared by the artist, the Curation Committee reserves the right to remove all or part of the mural.
- c) The artist(s) agrees that they will be responsible for minor maintenance and repair of the mural under the Curator Committee's discretion and supervision. If the artist(s) are unable to make the repairs, the Curator Committee shall have the right to make such necessary repairs as indicated. If defaced, the the artist(s) and the Curator Committee shall confer in good faith about the future status of the mural.
- d) The artist(s) agrees that their work is for temporary display only, and that their art will be repainted or removed at a future point, not to exceed 12 months (unless extended by action of the Selectboard).
- e) The artist(s) agrees that their name(s), statements and any supporting materials for their piece will be provided at least one week in advance of the painting date so that it can be reviewed and approved. Once approved, it will be posted on the same date that the art is installed.

Copyright

Once installed on the Town Center Building, all temporary window murals shall be the property of the Town. However, all copyright privileges

associated with a window mural shall be assigned to the Artist, without exception. The Artist(s) shall in turn grant the Curator Committee and the Town of Richmond the right and license to display and reproduce the work of art, at the sole discretion of the Curator Committee and the Town, in two-dimensional form for non-commercial purposes. The Town agrees that all references to the Work and all reproduction of the Work shall credit the Work to the Artist(s), unless the Artist(s) requests to the contrary in writing. The Town also agrees that all references to the Work and all reproduction of the Work shall credit Radiate Art Space for its curation.

Indemnity

The artist(s) shall agree not to hold the Town of Richmond or Radiate Art Space liable for any and all damages or loss to the Artist(s) or the artwork(s).

Modification

Any modification of the terms of this Agreement, including assignment of rights or obligations, shall be in writing and signed by all parties.

Termination

The Curator Committee reserves the right to terminate this agreement at any time and for any reason if the artist fails to comply with or abide by each and all of the provisions of this agreement.

Signatures/Date
