



A PUBLIC ART INITIATIVE OF
THE CITY OF MOORE



ARTIST/VENDOR AGREEMENT

The purpose of this Agreement is to authorize the Artist/Vendor _____ to create and publicly display a painted mural on specific Private Property and for the City of Moore to commit financial compensation to the artist/vendor upon completion of the mural. The dates of the exhibition are: _____ with a public event planned for _____. Mural must be completed on the day of the public event.

Artist/Vendor to provide their own transportation to and from and/or lodging in Moore, OK for the event. Artist/Vendor is expected to participate in live mural painting during the exhibition dates and public event. Artist/Vendor to supply all materials, tools, and equipment necessary to complete their mural.

Artwork/Artist/Vendor Standards

Artist shall not create artwork that depicts:

racism	sexism
drug use	firearms
violence	illegal activity
defamatory content	political messaging

Artist/Vendor conduct will be above reproach while participating in the event. Artists/Vendors are required to speak and act in a courteous and professional matter at all times. Artists/Vendors whose speech or conduct does not meet these standards will be subject to immediate dismissal from the exhibition venue.

In the event of inclement weather, every effort will be made to safely secure the venue. The exhibition and the public event will proceed unless weather prohibits. If weather prohibits Artist/Vendor from completing the mural on or before the date of the public event, it is expected that the Artist/Vendor will make every effort to complete the mural within a reasonable amount of time.

Artist/Vendor understands and accepts that Moore Art Walls is a rotating mural project. Murals may be painted over, altered, or removed at the discretion of the property owner and/or the City of Moore with no permission or notice. The intended lifespan of murals is approximately 3 years for wall murals

Copyright and Image Use

The Property Owner retains ownership of the building. Property owners whose buildings' murals are painted are granted a limited-use license to share mural images for non-commercial purposes, including marketing their properties via websites, presentations, or social media. Property Owners may not reproduce the artwork for resale in any form. Moore businesses and/or the City of Moore may share images of the murals as part of their business promotion through social media and digital channels. Business owners and/or the City of Moore may not reproduce the artwork for resale in any form without licensing through the artist directly. The Artist retains all image rights in accordance with Title 17 of the U.S. Code (The Copyright Act). The Artist may sell, reproduce, and distribute images of their mural without restriction. The City of Moore is granted non-exclusive rights to use images of the murals for fair use, promotional, and commercial purposes in support of the Moore Art Walls Project. This includes, but is not limited to, reproduction of images on merchandise such as postcards, prints, and other fundraising items to support the Project and the City of Moore.

Liability

Each party is responsible for its own actions. Participating vendors/artists and volunteers acknowledge the inherent risks associated with mural installation. The City of Moore requires that vendors/artists carry appropriate insurance (\$1M insurance policy naming the City of Moore as a co-insured).



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Wall Information

Location:

Dimensions:

Square footage:

Surface material:

Special access instructions:

Photographs attached: YES ☐ NO ☐

Property Owner Agreement attached: YES ☐ NO ☐

IN CONSIDERATION of allowing the above named vendor to participate in any way in the above named event and/or activity ("EVENTS(S)") THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that Artist/Vendor:

Will immediately inspect the facilities upon entering it and warrants that their entry therein and/or participation constitutes an acknowledgement that they have inspected the facilities and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if anytime in the facility they believe something is unsafe, it will be brought to the attention of a CITY OF MOORE representative or employee, and they will remove themselves from the unsafe condition until the situation is resolved.

Releases, waives, discharges, and covenants not to sue the participants, the City of Moore, or any employee of the City of Moore, in an official or individual capacity, (referred to as "RELEASEES"), from all liability to ourselves, the undersigns, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.

Hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, related in any way, to their participation in or presence at the EVENT and whether caused by the negligence of the RELEASEES or otherwise.

This Release and Waiver of Liability and Indemnity Agreement extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and agree with all the above terms, conditions and guidelines. A signed copy of this agreement must be on file with the City of Moore prior to participation. I understand I will be paid \$_____ by the City of Moore upon completion and inspection of the work.

Signatures

City of Moore Representative:

Artist/Vendor:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____