

# 150 Sails Up in DL Artist Agreement

WHEREAS, \_\_\_\_\_ [fill in name of artist], an individual having an address of \_\_\_\_\_ (“Artist”) is the author of the design and sketches (collectively referred to as the “Design”) attached to the application submitted to the City of Detroit Lakes, with an address of 1025 Roosevelt Ave., Detroit Lakes, MN 56501 (“City”) on the same date as the date of this Assignment; WHEREAS, Artist understands and acknowledges that, as part of the application process, Artist represents to the City that he/she is the sole author of the Design, which is an original work of art and does not infringe upon the copyright or intellectual property rights of others.

If the Design is selected by a Sponsor to be applied directly to the sculpture, the Artist shall apply that Design to a sailboat sculpture provided by the City thereby creating a “Finished Sailboat” for the Sponsor; if the Sponsor agrees to use a digital image of the Design, the Artist shall provide a “Digital Image” of the Design appropriate for high resolution transfer to a vinyl wrap to be applied to a Finished Sailboat as coordinated by the City; WHEREAS, Artist understands and acknowledges that, while Artist retains copyright and intellectual property rights in the Design, it is intended that the City own the entire right, title and interest in and to the “Finished Sailboat” as both a physical sculpture and its image;

WHEREAS, Artist understands the City shall pay to Artist 1/3 of the stipend when Artist picks up their sailboat sculpture or signs off on the requirements for submitting a digital image, as applicable. The City shall pay to Artist the remaining 2/3 of the stipend within 30 days of the successful completion and delivery of their sailboat sculpture prior to the deadline of April 1, 2021 for Finished Sailboat or March 1, 2021 for Digital Image. If Artist does not complete the approved works by the applicable deadline, the City can take the sculpture and have another complete it, and Artist will not receive final payment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, (a) Artist represents, warrants and agrees that the Design, including any alterations which may be agreed to by Artist and the City, does not breach any existing copyright or other intellectual property rights. (b) Subject to the rights given to the City pursuant to this Agreement, the Artist will retain the copyright and other intellectual property rights relating to the Design. (c) The Artist hereby grants to the City, a perpetual, world-wide, exclusive, irrevocable, transferrable, royalty-free, fully paid-up right and license to use, reproduce and distribute, in any form, the Finished Sailboat, or its image, for public display or community promotion. (d) The Artist reserves the right to be identified as creator of the Design. The City will give credit to the Artist as creator of the Design in such manner as the City deems appropriate in its sole discretion. (e) The City has the right to display (or remove from display) the Finished Sailboat as it deems necessary or desirable.

Artist acknowledges and agrees that, due to the nature of the public display of the Finished Sailboat, the City and the Sponsor shall not be liable for any distortion, mutilation, modification or destruction of the Finished Sailboat by accident, act of God or person. Artist hereby waives his/her rights under the Visual Artists Rights Act (“VARA”), 17 U.S.C. 106A, as against the City and Sponsor in the event of such distortion, mutilation, modification or destruction. Artist further acknowledges and agrees that if the Finished Sailboat is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, the City and Sponsor shall have the right to make, or have made, such repairs, even if the repairs would constitute a distortion, mutilation or modification under VARA. Artist hereby waives his/her rights under VARA in the event and to the extent the City or Sponsor deems such repair necessary.

Artist Name: \_\_\_\_\_

Name of Sailboat Sculpture (40 char limit): \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Submit application & design forms by 11/30/20

or to: Kelcey Klemm ([kklemm@cityofdetroitlakes.com](mailto:kklemm@cityofdetroitlakes.com)) or 1025 Roosevelt Ave., Detroit Lakes, MN 56501