



Downtown Montclair Mural Public Art Project

ARTIST Agreement

artCONNECTS is a public art project sponsored by Montclair Center Corporation acting as district manager for the Montclair Center Business Improvement District (“MCBID”) to infuse art throughout the Downtown Montclair area.

This agreement is made this ____ day of June, 2024, by and between Montclair Center BID and _____ (“ARTIST”), and _____ (“Landlord”), and is for the purpose of creating an original mural on the designated wall of **393 Bloomfield Avenue** (“Site”) to the benefit of the community.

WHEREAS, the LANDLORD _____ is a registered owner of the building located at 393 Bloomfield Avenue, Montclair, NJ; and

WHEREAS, the Montclair Center BID is a not-for-profit 501(c)3 charitable organization with a mission to make the Downtown Montclair area a better place to shop, dine, work, live and play; and

WHEREAS, authority lies with the MCBID to make payments for the design and installation of murals, including payments for the selection process, design, and execution of Mural; and

WHEREAS, the ARTIST was selected through an independent selection process adopted by MCBID to design and execute the Mural, as described in Exhibit 1; and

WHEREAS, the ARTIST and MCBID wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

I. ARTIST'S OBLIGATIONS

1. The ARTIST will perform all services and furnish all supplies, material and/or equipment as necessary for the design and installation of the Mural at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in compliance with all terms and conditions in this Agreement.
2. The ARTIST will determine the artistic expression and design of the Mural but shall adhere as closely as possible to Mural design as described in Exhibit #1.
3. The ARTIST will prepare the Site in accordance with the installation description provided in Mural Proposal, hereby attached as Exhibit #2.
4. The ARTIST will install the Mural adhering as closely as possible to the installation description provided in Mural Proposal (Exhibit #2). ARTIST agrees that Mural will be created by the application of paint directly on a previously painted wall surface.
5. The Mural shall be fully installed and completed by Artist by October 30, 2024, unless delays are caused by MCBID, or by events beyond the control of both parties, at which time completion may be amended. ARTIST must confirm a timeline with the MCBID prior to work. Any extensions of time must be agreed to in writing by both parties.
6. ARTIST shall provide a list of any and all subcontractors along with a copy of the agreement between the ARTIST and each subcontractor.
7. ARTIST will use all reasonable efforts not to interfere with the business being conducted by the LANDLORD and tenants/occupiers of the Site. The MCBID will assist ARTIST to coordinate the painting of the Mural with the affected tenant(s)/occupier(s) of the Building.
8. The Mural is considered temporary in that it is expected to have a five-year life. The ARTIST shall apply a clear UV and Anti-Graffiti Coating of high quality, suitable for outdoor use, and specifically designed for use on murals. Additionally, the ARTIST shall provide a maintenance and repair document with a description of all materials and products utilized in the Mural and the required care and upkeep involved to maintain Mural to the standard of public display for five years.

9. ARTIST shall agree to take part in at least two “meet the ARTIST” events, a possible videography of the project, and reasonable public relations/marketing efforts.

II. MONTCLAIR CENTER BID’S OBLIGATIONS

1. MCBID will perform all obligations in compliance with all terms and conditions in this Agreement.
2. MCBID will be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the ARTIST.
3. MCBID will provide on or near the Mural a credit to the ARTIST and a copyright notice substantially in the following form: Copyright © [ARTIST’s name, date of publication].
4. MCBID will designate its project representative who will make all necessary and proper decisions with reference to the Mural within the scope of his or her authority. The Artist must direct all requests for clarification or instruction to the MCBID representative. MCBID has assigned Jason Gleason to serve as MCBID’s representative to the Project.
5. After the completion of the Mural and its acceptance by MCBID, MCBID will be responsible for maintaining and repairing the Mural for a period of five years. ARTIST will provide MCBID with a maintenance and repair document at the time of the Mural’s completion. This maintenance and repair document shall be reviewed by ARTIST and MCBID and either edited by either/both parties or accepted as the Final Maintenance and Repair Document (“FMRD”). MCBID shall maintain and repair Mural according to the FMRD.

III. BUDGET AND PAYMENT SCHEDULE

DESIGN AND INSTALLATION FEE

The total design and construction fee paid by MCBID to ARTIST under this Agreement will be \$25,000. The fee includes all design, materials, labor, and installation of the Mural.

BUDGET

1. The ARTIST has prepared a budget, an accurate cost estimate for the completion of the proposed Mural, start to finish, that outlines all anticipated expenses and compensation, including design, labor, materials, supplies, and any other miscellaneous line items. The Budget shall be attached to this Agreement as Exhibit 3.
2. It is expected that the Budget will not exceed its apportioned funds. If the ARTIST incurs costs in excess of the amount listed in the Budget, the ARTIST shall pay such excess from the ARTIST's own funds unless the ARTIST previously obtained approval in writing for such costs from MCBID (or such costs were the result of actions or inaction of MCBID).

Payment Schedule

1. The ARTIST shall notify MCBID of the tentative schedule for the installation of the Mural prior to commencing work on the Site. The Schedule may be amended as needed.

The payment of budget installments will occur on the following schedule:

- 30% of the Total Budget shall be paid to ARTIST upon the signing of this Agreement.
- 30% of the Total Budget shall be paid at the commencement of on-Site work.
- 30% of Total Budget shall be paid upon the acceptance of the Mural by MCBID after its completion.
- 10% of Total Budget shall be paid upon completion of ARTIST's obligations under this Agreement, including participation in documentation, public relations, and marketing events scheduled in 2024.

IV. INSTALLATION OF MURAL

1. The ARTIST shall install the Mural in substantial conformity with the Design and Installation as presented in Exhibit 1 and 2. The ARTIST may not deviate from the approved design without written approval of LANDLORD and MCBID.
2. The ARTIST shall take reasonable measures to protect or preserve the integrity of the Mural such as the application of protective or anti-graffiti coating.

3. MCBID shall have the right to review the Mural at reasonable times during the creation thereof.
4. If MCBID, upon review of the Mural, determines that the Mural does not conform to the Design or Revised Design, MCBID reserves the right to notify the ARTIST in writing of the deficiencies and that MCBID intends to withhold the next budget installment.
5. The ARTIST will promptly cure MCBID's objections and will notify MCBID in writing of completion of the cure. If the ARTIST disputes MCBID's determination that the Mural does not conform, the ARTIST shall promptly submit reasons in writing to MCBID within 3 days of MCBID's prior notification to the contrary. MCBID shall make reasonable efforts to resolve the dispute with the ARTIST in good faith. However, final determination as to whether the ARTIST has complied with the terms of this Agreement shall remain with MCBID.
6. At all times while Artist or Artist's subcontractors are working at Site, the Site shall be kept clean, free of dust, project debris and trash. Site and surrounding area surfaces shall be protected from unintended paint (drips, spills on walkways, private property, etc.) or other damage. Directly upon completion of the Mural, Artist shall remove from the site all equipment and any waste materials not previously disposed of, leaving the site thoroughly clean and ready for MCBID's final inspection. The Artist must protect the Project and related materials from damage due to the nature of the work, the elements, carelessness of the Artist, or from any cause until the completion and acceptance of the Mural by MCBID. The Artist assumes all risk of loss or damages under this agreement arising out of the nature of the work, the elements, carelessness of the Artist, or from any other causes which may be encountered in the performance of the work, until final acceptance of the Project by MCBID, except loss or damage caused by MCBID, its employees, agents or other MCBID contractors.
7. The terms of this Artist Agreement will be considered fulfilled by the ARTIST when the Mural has been declared finished by ARTIST, passed final inspection by MCBID and LANDLORD, work area around Site has been cleaned up, ARTIST has provided a Final Maintenance and Repair Document, and ARTIST has participated in any videography and/or public relations/marketing events occurring no later than December 31, 2024.

V. ARTIST as an Independent Contractor

The ARTIST agrees to perform all work under this Agreement as an independent contractor and not as an agent or employee of the MCBID or Landlord. The ARTIST acknowledges and agrees that the ARTIST shall not hold himself or herself out as an authorized agent of MCBID or Landlord with the power to bind in any manner.

VI. Taxes

The ARTIST shall provide the MCBID with the ARTIST's Tax Identification Number and any proof of such number as requested by the MCBID. Any state or federal taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the ARTIST. MCBID shall report payments made to the ARTIST to the Internal Revenue Department in a 1099 statement.

VII. Risk of Loss

The ARTIST shall bear the risk of loss or damage to the Mural until MCBID's final acceptance of the Mural. The ARTIST shall take such measures as are reasonably necessary to protect the Mural from loss or damage.

VIII. ARTIST's Representations and Warranties

1. Warranties of Title

The ARTIST represents and warrants that:

- a) The Mural is solely the result of the artistic effort of the ARTIST;
- b) Except as otherwise disclosed in writing to MCBID, the Mural is unique and original and does not infringe upon any copyright or the rights of any person;
- c) The Mural (or duplicate thereof) has not been accepted for sale elsewhere;
- d) The ARTIST has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Mural or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e) The Mural is free and clear of any liens from any source whatsoever;

- f) The ARTIST has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h) All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i) These representations and warranties shall survive the termination or other extinction of this Agreement.

2. Warranties of Quality and Condition

- a) The ARTIST warrants for a period of one year from the date of acceptance of the Mural by MCBID that the Mural shall be free from defects in material and workmanship.
- b) ARTIST shall repair or replace at MCBID's discretion and at no additional cost to MCBID any portion of the Mural that is found to be defective during the warranty period. MCBID agrees to notify ARTIST of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.
- c) The ARTIST shall assume all risk of loss or damage to the Mural prior to completion and installation. MCBID shall assume all risk of loss or damage to the Mural after acceptance of the Mural provided such loss or damage is not the fault of the ARTIST.
- d) In the event of physical loss or damage to the Mural prior to completion, the ARTIST shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to MCBID.
- e) After MCBID's final acceptance of the Mural, any repair or restoration of the Mural not covered by the warranty described herein shall be the responsibility of MCBID. ARTIST agrees to be available for telephone or written consultation if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the Mural.
- f) The ARTIST represents and warrants that reasonable maintenance of the Mural will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the ARTIST.

IX. Insurance

The ARTIST acknowledges that until final acceptance of the Mural by MCBID, any damage to, theft of, vandalism to, or acts of God affecting the Mural are the sole responsibility of the ARTIST, including, but not limited to, any loss occurring during the creation of the Mural.

The ARTIST acknowledges that all supplies and equipment used by ARTIST and ARTIST's subcontractors are solely the responsibility of ARTIST.

1. Liability Insurance

Montclair Center BID shall maintain public liability and property damage insurance that protects the ARTIST, its subcontractors, the MCBID and their officers, agents, and employees, and LANDLORD from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from ARTIST's or the subcontractor(s)' work under this Agreement. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence.

2. Workers Compensation Insurance

Montclair Center BID shall obtain workers' compensation insurance coverage for ARTIST and all of its workers, employees and subcontractors for the period of time between the commencement of ARTIST'S work on Site and the acceptance of the finished Mural by the MCBID. ARTIST shall provide MCBID with full names and whatever other information is needed for such coverage promptly upon request so coverage may be obtained in a timely manner.

The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$100,000.

X. Indemnity

1. The ARTIST shall indemnify MCBID, its respective officers, agents, and employees, from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the ARTIST, its subcontractors, agents or employees.

2. MCBID shall indemnify the ARTIST, ARTIST's subcontractors, agents or employees from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by MCBID, its respective officers, agents, and employees.
3. ARTIST agrees to indemnify and hold The LANDLORD and its board, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of MCBID's representations and promises and performance of obligations under the Agreement.
4. Each Party shall immediately notify the other of any written claim regarding any matter resulting from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.
5. This indemnification shall survive the termination or expiration of this Agreement.
6. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

XI. Ownership and Intellectual Property Rights

Title

Title to the Mural shall pass to the LANDLORD upon MCBID's written final acceptance and payment for the Mural.

Copyright Ownership

The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Mural for the duration of the copyright.

Reproduction Rights

1. In view of the intention that the final Mural shall be unique, the ARTIST shall not make any additional exact duplicate reproductions of the final Mural, nor shall the ARTIST grant permission to others to do so except with the written

permission of MCBID and LANDLORD. However, nothing shall prevent the ARTIST from creating future Murals in the ARTIST's manner and style of artistic expression.

2. The ARTIST grants to MCBID and its assigns an irrevocable license to make two-dimensional reproductions of the Mural for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, Internet, and exhibition catalogues or other similar publications; and to transmit or otherwise communicate a display thereof by means of any device or process (examples include but are not limited to slides, film, and television) provided that these rights are exercised in a tasteful and professional manner. This nonexclusive license, which does not transfer ownership of copyright to MCBID, shall endure for the entire term of the copyright in said Mural (to the extent permissible under the copyright laws of the United States) and shall survive all assignments of copyright.
3. ARTIST hereby agrees that ARTIST shall give MCBID written notice prior to asserting any claim pertaining to the specific Mural referred herein which may arise pursuant to 17 U.S.C D) PROTECTION OF COPYRIGHT.
4. All reproductions by MCBID shall contain a credit to the ARTIST and a copyright notice in substantially the following form: Copyright © [ARTIST's name, date of creation].
5. The ARTIST shall use the ARTIST's best efforts in any public showing or resume use of reproductions to give acknowledgment to MCBID in substantially the following form: "an original Mural commissioned by The Montclair Center Business Improvement District."
6. LANDLORD understands and agrees that the placement of the copyrighted Mural (mural) on the site in no way entitles the LANDLORD to use, at his discretion, the Mural for advertising/profit making purposes, or any other publicity, except under the following conditions: LANDLORD shall be entitled to distribute photographs or videos of the Building where the mural is incidental for the purposes of marketing the Building for Sale or Rental. LANDLORD or LANDLORD's Tenant may include the mural in photographs or videos of the Building to the extent that the Building is an incidental part of advertising for a business conducted there.

7. As MCBID may wish to make reproductions of the Mural for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties have executed a separate agreement attached hereto to address the terms of the license granted by the ARTIST.
8. MCBID is not responsible for any third party infringement of ARTIST's copyright and is not responsible for protecting the intellectual property rights of ARTIST. MCBID recommends that Artist registers with the United States Register of Copyrights a copyright in the Mural in the ARTIST's name.

ARTIST's Rights

General

1. Unless otherwise noted herein, The ARTIST retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
2. MCBID agrees that it will not intentionally alter, modify, change, destroy or damage the Mural [beyond alterations specified in the Final Maintenance and Repair Document] without first attempting to obtain permission from the ARTIST.
3. MCBID agrees that it will enforce Landlord Agreement to the fullest extent possible so that LANDLORD may not intentionally alter, modify, change, destroy or damage the Mural during its first five years without first obtaining permission from the ARTIST.
4. If any alteration or damage to the Mural occurs, the ARTIST shall have the right to disclaim authorship of the Mural in addition to any remedies the ARTIST may have in law or equity under this contract. Upon written request, MCBID shall remove the identification plaque and all attributive references to the ARTIST at its own expense within 5 days of receipt of the notice. No provision of this Agreement shall obligate MCBID to alter or remove any such attributive reference printed or published prior to MCBID's receipt of such notice. The ARTIST may take such other action as the ARTIST may choose in order to disavow the Mural.

Rights under the Visual Artists' Rights Act.

To the extent the uses, modification, destruction or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.

XII. Alterations of Site or Removal of Mural

1. ARTIST recognizes and agrees that the Mural is to be temporary, with an expected life of five years.
2. At the five year anniversary of Mural completion (approximately December 31, 2029), responsibility for maintaining and repairing the Mural transfers to the LANDLORD. MCBID shall provide LANDLORD with the Final Maintenance and Repair Document. From January 1, 2030 onward, if LANDLORD chooses to keep the Mural, LANDLORD agrees to maintain the mural in good condition, free of any alteration or incremental damage. The LANDLORD intends that the Mural shall remain in its designated site. However, Artist and MCBID agrees and acknowledges that LANDLORD, at his sole discretion, shall have control over decisions regarding re-siting.
3. Artist and MCBID agrees and acknowledges that after the five year life of the Mural, LANDLORD has sole discretion to determine the need for painting over the Mural. In the event that the Wall with the Mural is to be demolished or painted over after the five year anniversary of mural completion, the LANDLORD will notify MCBID prior to the demolition or painting, and MCBID will attempt to notify ARTIST.
4. ARTIST and MCBID understand that MCBID is not the owner of the property on which the Mural shall be installed. Accordingly, MCBID has no control over the sale of said property and ARTIST agrees that he/she shall have no rights with respect to the sale of the property.

XIII. Nondiscrimination

The ARTIST shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

XIV. Termination

1. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 3 business days prior to the effective date of termination.
2. MCBID may terminate this Agreement without cause upon 3 days written notice to the ARTIST. MCBID shall pay the ARTIST for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in this Agreement. The ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the ARTIST has been compensated to date under Exhibit 3 with allowance for lost opportunities, unless the parties come to a settlement otherwise.
3. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have 3 business days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
4. If the ARTIST defaults [for cause other than death or incapacitation], the ARTIST shall return to the MCBID all funds provided by the MCBID in excess of expenses already incurred. The ARTIST shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Mural products prepared and submitted or prepared for submission by the ARTIST under this Agreement shall be retained by the ARTIST. MCBID shall retain the right to have the Mural completed. However, the ARTIST shall retain the copyright in the Mural.
5. If MCBID defaults, MCBID shall promptly compensate the ARTIST for all services performed by the ARTIST prior to termination. MCBID shall pay the ARTIST for services performed and commitments made prior to the date of termination,

consistent with the schedule of payments set forth herein. The ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the ARTIST has been compensated to date with reasonable allowance for lost opportunities. The ARTIST shall retain possession and title to the studies, drawings and designs already prepared and submitted or prepared for submission to MCBID by the ARTIST under this Agreement prior to the date of termination.

6. Upon notice of termination, the ARTIST and his subcontractors shall cease all services affected.

XV. Notices and Documents

Notices required under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested, to the addresses stated below, or to any other address as may be noticed by a Party:

Montclair Center BID
26 Lackawanna Plaza
Montclair, NJ 07042

_____, ARTIST

XVI. Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

XVII. Conflict of Interest

The ARTIST and MCBID shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

XVIII. Arbitration

If, during the creation of the Mural, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other provided that the breach is not cured within a reasonable time.

If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to arbitration.

Each Party agrees to be responsible for its own attorney's fees except as otherwise provided by statute.

XIX. Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

XX. Conflicts of Law

This contract shall be governed by the laws of the State of New Jersey both as to interpretation and performance. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of NJ, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent that the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

XXI. Entire Agreement

This Agreement, including the Exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

Accepted

For Montclair Center BID:

Name: Jason Gleason

Executive Director, MCBID
Title

Date

For ARTIST:

Name:

Title

Date

EXHIBIT 1: Description of Mural Design

EXHIBIT 2: Description of Installation Plan

EXHIBIT 3: Budget

EXHIBIT 4: Insurance

Limited Licensing and Royalty Agreement Between Artist and Montclair Center Corporation

artCONNECTS is a public art project sponsored by Montclair Center Corporation acting as district manager for the Montclair Center Business Improvement District (“MCBID”) to infuse art throughout the Downtown Montclair area.

This agreement is made this ____ day of June, 2024, by and between Montclair Center BID and _____ (“ARTIST”), and is for the purpose of mural image licensing and royalty agreement to their mutual benefit.

WHEREAS, the Montclair Center BID is a not-for-profit 501(c)3 charitable organization with a mission to make the Downtown Montclair area a better place to shop, dine, work, live and play which from time to time may wish to sell Montclair specific merchandise for fundraising purposes; and

Whereas, the ARTIST hereby represents that they will create a Mural that is their own original work of art and it is not made from copyrighted material or patterns and said Mural is titled and is described as:

Title:

Description:

Whereas, MCBID may wish to use the above described Mural in the creation of art merchandise which may be offered for sale by MCBID for fundraising purposes;

Now therefore, in consideration of the mutual promises set forth below, as well as other valuable consideration, the parties agree as follows:

1. At the time MCBID accepts Mural as complete, MCBID shall pay Artist a one-time fee of \$500.00, for the limited license as described below over the life of the copyright:
 - a) The ARTIST grants to MCBID the exclusive right to use or reproduce the image for the following types of merchandise: art posters, notecards, postcards, tote bags, mugs, t-shirts
 - b) This grant permits MCBID the exclusive right to manufacture, distribute, and sell the merchandise. Further, the ARTIST grants to MCBID the right to

reproduce the image of such merchandise on MCBID's website and all other social media and promotional materials.

- 4) The ARTIST shall retain all copyrights in and to the image. MCBID shall identify the ARTIST as the creator of the image on the licensed products and shall reproduce thereon a copyright notice for the ARTIST in substantially the following form: Copyright © [ARTIST's name, date of creation].
- 6) The ARTIST understands that all profits from the sale of the ARTIST's merchandise will benefit MCBID and the advancement of the MCBID mission.
- 9) MCBID may sell licensed products in Essex County, New Jersey and over the Internet; however, MCBID will not act as the ARTIST's agent or promoter.
- 10) The ARTIST shall indemnify and hold MCBID harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against MCBID, arising out of any alleged use of the image which violates or breaches a third party's property rights.
- 11) Neither party shall assign rights or obligations under this agreement.
- 12) Nothing herein shall be construed to create a joint venture between the parties, nor shall any similar relationship be deemed to exist between them.
- 13) This agreement shall be construed in accordance with the laws of the State of New Jersey, except for copyright law, which shall be interpreted in accordance with national and international copyright law.
- 14) This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended or changed in any way except upon a written agreement signed by both parties.

For Montclair Center BID:

For ARTIST:

Name: Jason Gleason

Name

Executive Director, MCBID
Title

Title

Date

Date