

ARTIST COMMISSION AGREEMENT

THIS ARTIST COMMISSION WORK AGREEMENT (“Agreement”) is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City”), and [insert artist name/company here] with offices located at [insert address here] (“Artist”), and is dated as of the date the City Recorder attests the City signature, (“Effective Date”).

RECITALS

- A. City has agreed to host a public art project at 9-Line Bike Park, located approximately at 700 West and 900 South, Salt Lake City, Utah 84104 (“9-Line Bike Park” or the “Location”);
- B. The Artist is engaged in the creation of works of art.
- C. The City selected the Artist to design and install a unique and original work of art (“Artwork”) to be located at 9-Line Bike Park as determined by the City.
- D. The City has allocated funds for the design and installation of the Artwork in the Location.
- E. City and Artist desire to enter into an agreement for the Artist to provide the Artwork as specified below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties agree to the following:

SECTION 1 – ARTIST SERVICES/REPRESENTATIVE

- A. Basic Services. The Artist may perform the “Basic Services,” as more fully specified in Exhibit B, attached hereto and hereby incorporated by reference, generally described as the 9-Line Bike Park Mural Project (“Project”).
- B. Artist Representative. The Artist has designated [name], Project Manager, or his or her designee as the Artist’s representative who shall have authority to act on behalf of the Artist. Artist shall not change the Artist’s representative without at least seven (7) days prior written notice to City. Any replacement for the Artist’s representative shall be at least as qualified for the work as the person being replaced.

SECTION 2 - TERM

The term of this Agreement shall commence upon the Effective Date and continue through **September 29, 2019**, unless terminated as specified herein. City may at its sole option extend the term of this Agreement thereafter for six (6) additional periods of one (1) month each as City may determine. City shall exercise each such option by providing Artist written notice of such extension at least five (5) days prior to any expiration of this Agreement.

SECTION 3 - NON-EXCLUSIVITY

The Artist acknowledges that City has hired or may hire other artists to perform work like that is within the Artist's scope of work under this Agreement. The Artist further acknowledges that this Agreement is not a guarantee of the assignment of any work and that City may assign work to various artists solely within City's discretion.

SECTION 4 - COMPENSATION

City shall pay Artist **Thirteen Thousand One Hundred and 00/100 Dollars (\$13,100.00)** for the Basic Services specified in Exhibit B of this Agreement, which includes design, surface preparation, installation, materials, all travel expenses, hotels, meals, or any other costs whatsoever that the Artist may incur to perform the Basic Services (the "Commission").

Artist shall be paid approximately eighty five percent (85%) of the total commission value, **up to Eleven Thousand and One Hundred Dollars (\$11,100.00)** upon execution of this Agreement; and the final approximately fifteen percent of the total commission value, **up to Two Thousand and 00/100 Dollars (\$2,000.00)** following the installation, maintenance plan, and the City's inspection, approval, and acceptance of the completed Work. Upon all payments made to Artist, the City shall own the Work free and clear of any claims by Artist. City shall approve or disapprove, and remit compensation for undisputed work submitted by Artist within thirty (30) days. Should City dispute any aspect of an invoice, City shall notify Artist of such dispute within fifteen (15) days. City and Artist will work in good faith to resolve disputed invoices in a timely manner.

SECTION 5 - SERVICE STANDARDS AND QUALITY ASSURANCE

A. Conformance to Laws. The Artist and Artist's work product shall conform with all applicable federal, state and City and any other applicable local laws, regulations and ordinances.

B. Quality Assurance. The Artist shall be solely responsible to City for the quality of all services performed by the Artist or its sub-providers under this Agreement. All services furnished by the Artist or its sub-providers shall be performed in accordance with the best professional judgment and skill, in a timely manner, and shall be fit and suitable for the purposes intended by City. The foregoing standard shall not be construed, and is not intended, to require the Artist to exercise professional skill greater than, or to utilize techniques more advanced than, such as are now generally exercised and utilized by similar artists in the same business as the Artist in the United States.

SECTION 6 - INDEMNITY PROVISIONS

Artist shall, at its sole cost and expense, hold the City harmless and indemnify and defend it and its officers and agents from any and all claims of loss, damage, or injury sustained by any person or property and will pay all expenses, including reasonable attorneys' fees, arising from the performance of the Artist or his subcontractors, representatives or employees under the provisions of this Agreement provided that this covenant will not extend to any claims of loss, damage, or injury sustained by any person or property or to expenses, including reasonable attorneys' fees, resulting from (a) the use or misuse of the Art by any person or persons other than the Artist or the Artist's subcontractors, representatives or employees, or (b) the negligence of any person or persons other than the Artist or the Artist's subcontractors, representatives or employees. Notwithstanding the foregoing, Artist will hold City harmless for any damage to or loss of the Art or any portion thereof during the time-period in which the Art is installed on City property, including during any period of installation or removal of the Art.

SECTION 7 – INSURANCE AND BONDS

A. Insurance and Bonds. Artist must be covered by insurance for the Artist's operations and for sub-providers, and for all other parties for whom the Artist is legally liable.

Artist, at its own cost and expense, shall secure and maintain the following policies of insurance and bonds:

B. Commercial General Liability Insurance. Provider shall provide and maintain commercial general liability insurance naming City as Additional Insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, for all claims against City described in Section 7. The policy or policies shall have limits of not less than \$500,000 per occurrence, \$1,000,000 aggregate limit of liability. The commercial general liability policy or policies shall provide coverage for premises operations, acts of independent contractors and completed operations, whether such operations be by Artist, sub-provider, or anyone directly or indirectly employed by either of them, with the City named as an additional insured.

C. Auto Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with City as an additional insured, in the minimum amount of a combined single limit of \$100,000 OR \$500,000 per person, \$300,000 liability per occurrence, and \$50,000 Property Damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

OR

If the Artist's personal vehicle is used in connection with any service rendered under this Agreement the Artist shall maintain personal automobile liability insurance that provides coverage for business use in the same minimum amounts required in a commercial policy.

Artist agrees that neither the Artist nor any of the Artist's subcontractors shall operate any vehicle in connection with any aspect of designing or installing the Work unless such vehicle is properly insured as set forth above.

D. Subcontractors. In the event any work is subcontracted, Artist shall require its subcontractor at no cost to City, to secure and maintain all minimum insurance coverages required of Artist hereunder

E. Workers' Compensation and Employers Liability. The policy shall provide Workers' compensation and employer's liability insurance sufficient to cover all of Artist's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to

Utah law. In the event any work is subcontracted, Artist shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

F. Additional Insured and Pre-Cancellation Notice. The insurance policies required above shall contain an endorsement listing Salt Lake City Corporation as an additional insured (except for workers' compensation required in subparagraph D. of this Section) and shall further provide that the policy may not be canceled or modified in a way which impairs the protection of the additional insureds without thirty (30) days prior written notice to City.

G. Certificates of Insurance. Prior to execution of this Agreement by City, the Artist shall provide City with certificates evidencing the coverage described above in a form acceptable to the City Attorney's Office. All certificates of insurance shall list Salt Lake City Corporation as Certificate Holder and Additional Insured.

H. Delivery of Certificates of Insurance. Artist shall deliver certificates of insurance either by mail to the Notice Address listed in Section 24, or by email to katherine.nix@slcgov.com.

I. Rights Reserved by City. City reserves the right to increase limits and coverage hereunder consistent with industry standards, statute or judicial decision, or City policy; provided, however, that any such increase shall be consistent with other similarly situated Artists. Artist shall then cause its insurance coverages hereunder increased to any such new limit.

J. City Continuance of Coverage. If any of the policies of insurance required from the Artist are canceled or lapse, City may, at City's sole discretion, obtain substitute coverage at reasonable rates. City may deduct the cost of such coverage, plus ten percent (10%) for administrative charges, from any monies owing to the Artist.

K. Policies of Insurance. At City's request, the Artist shall provide City with the actual policies providing the coverage required above.

L. Quality of Insurance Companies. All policies of insurance provided shall be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report.

SECTION 8 - CITY'S RESPONSIBILITY

A. City's Program for the Artwork. Artist acknowledges and agrees that City has provided the Artist full information regarding City's requirements for the Project, including Exhibit B – Basic Services herein, which set forth City's objectives, constraints and criteria. Artist acknowledges that other known or unknown conditions may exist, for which City shall have no liability.

B. City's Project Manager. City designates the Public Art Program Manager, or her designee, as Project Manager who shall have authority to act in City's behalf with respect to the Project.

SECTION 9 - TERMINATIONS

A. City Termination. City may terminate this Agreement at any time for any reason or no reason upon fifteen (15) calendar day's written notice to Artist.

B. Termination for Cause by City. City may terminate this Agreement for cause if the Artist fails to cure any defect in the Artist's performance of the Basic Services under this Agreement within seven (7) calendar days after Artist's receipt of written notice to cure, unless such default may not be cured within seven days and, in the City's determination, the Artist is diligently pursuing a cure of such default.

C. Termination by Artist. If City materially fails to meet its responsibilities and obligations under this Agreement, the Artist shall notify City of such failure. If City fails to cure or diligently pursue the cure of its material breach, the Artist may, after thirty (30) days written notice, terminate its performance under this Agreement.

D. Payment for Termination. In the event of termination, City shall pay the Artist according to the payment schedule, on an actual work basis, or terms in the Basic Services, in City's discretion. The Artist shall furnish a complete accounting of all services performed through the date of termination, less any sums already received by the Artist as of the date of termination. The City will consider this accounting in determining payment due, less any appropriate damages as City may determine. Artist acknowledges that such compensation as determined by the City shall be full and complete compensation and remedy and no additional compensation or damages shall be due or provided.

E. Ownership of Artwork, Materials and Design after Termination. In the event of termination, the City and the Artist agree to the following:

1. If at the time of termination, the installation of the Artwork has not been initiated, the City shall return the design proposals to the Artist and any rights in the design that the City may have obtained shall revert to the Artist. The City may retain a copy of any drawings, models or similar materials for its records. However, possession of such copies by the City shall not confer upon it any right to utilize any idea, concept or design contained in such copies, and such rights shall remain with Artist.

2. If at the time of termination, the fabrication and installation of the Artwork has been initiated, the Artist may submit a plan for consideration to complete the Artwork in accordance with the design materials, and the City will have the right to have the Artwork installed by a party selected by City or otherwise determined in accordance with the design materials, provided that the City shall compensate the Artist prior to the date of termination as set forth in Section 10.E. City shall retain copyright and all ownership interests of any kind in the design materials and the Artwork.

F. Illness of Artist. The City shall have the right in its sole discretion to either terminate this Agreement or have the Artwork completed if, after the completion of the Design Services contract, the illness of the Artist or other circumstance that may cause an extended delay of more than three (3) months in the completion of the artwork beyond the completion date for the Artwork. Prior to termination, the Artist may submit a plan for consideration to complete the Artwork in accordance with the design materials and terms of the design proposal. If the City proceeds with such termination, the City shall have the right to have the Artwork installed by a party mutually selected by the City and the Artist in accordance with the design materials, provided that the City shall compensate the Artist for all services provided prior to the date of termination. The Artist and the City shall make good faith efforts to mutually select a party for installation of the Artwork. If the City and the Artist cannot mutually select a party for installation, the City reserves the right to make such a selection in its discretion.

G. Death of Artist. The City shall have the right in its sole discretion to either terminate this Agreement or have the Artwork completed by another artist on the death of the Artist. Prior to termination, the Artist may submit a plan for consideration to complete the artwork in accordance with the design materials and terms of the design proposal. If the City

proceeds with such termination, the City shall have the right to have the Artwork installed by a party selected by City in accordance with the design materials. The Artist and the City shall make good faith efforts to mutually select a party for installation of the Artwork if feasible prior to death of the Artist. If the City and the Artist cannot mutually select a party for installation, the City reserves the right to make such a selection in its discretion. Provided, that the City shall compensate the Artist for all services provided prior to the date of termination.

SECTION 10 – OWNERSHIP OF THE ARTWORK AND THE DESIGN MATERIALS UPON COMPLETION

A. Except as otherwise specified in this Agreement, title and all rights and interests of any kind whatsoever, including copyright, in the Artwork shall pass to the City upon completion and acceptance of the Artwork by the City and the Artist has received payment due under the Agreement.

B. In view of the intention that the installed Artwork be unique, the Artist shall not make any additional exact duplicate, three-dimensional reproductions of the Artwork or permit others to do so except with the written permission of the City, which permission may be withheld for any reason or no reason at all. However, this Agreement shall not be deemed to prohibit the Artist from reusing the themes, separate elements, and concepts incorporated in the Artwork in new Artworks so long as any such reuse in new Artworks does not result in a combination that as a whole constitutes a work substantially similar to the Artwork, in City's sole determination.

C. All photographic, filmed or videotaped reproductions created by the City of the Artwork shall identify the Artist and the title to the Artwork, and shall identify the location of the original Artwork.

D. Artist warrants that it will not produce a substantially similar replica of the Artwork, or allow others to do so on its behalf, without the prior written approval of City. This covenant shall continue in effect for a period consisting of the life of the Artist plus fifty (50) years after his or her death and shall be binding on Artist's successors, heirs and assigns. City understands and acknowledges that the Artist may use materials, themes, elements, concepts, dimensions, colors and shapes used in the Artwork in other works of art produced by Artist and the use of similar materials, themes, elements, concepts, dimensions, colors and shapes in other works of art does not violate this Section 10.

E. The Artist waives any and all claims that might arise from any application of VARA.

SECTION 11 – RISK OF LOSS

The Artist shall bear all risk of loss or damage to the Artwork prior to City’s acceptance thereof. The period in which the Artist has the risk of loss or damage shall include any period in which the City has suspended performance. The risk of loss or damage to the Artwork shall pass to the City upon completion and acceptance of the Artwork at the Site. If prior to completion of the Artwork and City’s acceptance, the Artwork, or any part thereof, is lost, damaged or destroyed and such damage or destruction is not caused by the City or City’s agent, the Artist shall be responsible to remake such Artwork without any compensation additional to that specified herein except to the extent that the City is compensated for such loss by insurance, if any.

SECTION 12 – DISPLAY OF ARTWORK

A. The City shall have the right to remove the Artwork from display for any reason. It is the current intention of the City and the Artist that the Artwork remain at this location for a minimum of five (5) years from the date of installation and acceptance of the Artwork by the City. . However, if the City desires to remove the Artwork (“**Removal**”), whether before or after the expiration of said five-year period, the City shall first attempt to notify the Artist, but City may remove the Artwork regardless of Artist’s recommendations at the sole discretion of the City. In addition, the City may relocate the container to which the Artwork is affixed at any time, at the sole discretion of the City. The City agrees to make reasonable efforts to confer with the Artist if the less than the entire artwork is to be relocated. The Artist may require City to remove any attribution to Artist from the Artwork if City relocates less than the entire Artwork without Artist’s prior written approval.

SECTION 13 – PUBLICITY

The Artist grants to the City the right to use the Artist’s name, biography, photograph or likeness in connection with the Artwork in any manner and in any media, provided that the use is for a non-commercial purpose according to the standards set forth in this Agreement. The Artist shall have the right to approve in advance any photograph, likeness or biographical information utilized by the City under this Section. The City shall not use the Artist’s name or biography,

photograph and/or likeness as endorsing any commercial product, service, organization or cause.

SECTION 14 - ARTIST/SUB-PROVIDER RELATIONSHIP

It is solely the Artist's responsibility to ensure that any of the Artist's permitted sub-providers perform in compliance with the terms of this Agreement.

SECTION 15 – ARTIST'S RIGHTS

A. The City shall provide and install, at the City's expense, a plaque on or near the Artwork, containing a credit to the Artist and identifying the title of the Artwork. If requested by the Artist, the plaque shall also identify subcontractors of the Artwork. If the plaque is to be placed on the Artwork, placement should be made in consultation with the Artist. The City shall make commercially reasonable efforts to maintain such plaque and notice in good repair.

B. The City shall have the right to determine, when and if repairs and restorations to the Artwork will be made. Where, in the event that graffiti or vandalism occurs on the Artwork, the City will request the Parks and Public Lands Graffiti Removal Team confer with the artist to repair and restore the artwork. In the case that damage caused by graffiti or vandalism is beyond the scope of regular graffiti removal efforts, the City will request the Artist to repair any remaining effected areas. The City will compensate the Artist for time and material costs, according to an agreed upon rate between the City and the Artist and in line with national standards at the time of the event. If the City and the Artist cannot agree upon time and materials costs for repair, the City may remove the artwork at the sole discretion of the City or make repairs and restorations. All repairs and restorations shall be made in accordance with recognized principles of conservation.

C. City agrees to use commercially reasonable efforts to implement the Artist's suggested maintenance plan to protect the Artwork from modifications resulting from the passage of time or the inherent nature of the materials used to create the Artwork. The City agrees to allow the Artist to disclaim authorship and attribution of the Artwork if the City intentionally distorts, or mutilates the Artwork, as determined solely by the City. Artist agrees that, regardless of the City's implementation (or lack thereof) of any maintenance plan, modification of the Artwork by: (1) a third-party; (2) the City's conservation efforts; (3) the

passage of time; (4) the inherent nature of the materials of the Artwork; (4) the weather; (5) any natural event; (6) or any unintentional modification of the Artwork, does not constitute a modification of the Artwork for purposes of disclaiming attribution of authorship.

D. The rights provided to the Artist in this Section 15 are in lieu of any rights that the Artist may have under VARA, or any other applicable remedy at law or equity.

SECTION 16 – LIQUIDATED DAMAGES

Time is of the essence of this Agreement. Unless delay is caused by the City, if the Artist shall neglect, fail, or refuse to complete the Artwork within the time specified for substantial completion in the Agreement, then the Artist does hereby agree, as a part consideration for the awarding of this Agreement, to pay to the City, as liquidated damages and not as a penalty, the sum of One Hundred and 00/100 Dollars (\$100.00) per day for each calendar day beyond the dates set forth in this Agreement that the Artist fails to perform. City shall provide written notice of said imposition of liquidated damages and Artist shall have seven (7) days to cure. The said amount is fixed and agreed on by and between the Artist and the City because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the City will sustain by failure of the Artist to complete the Artwork on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of City by failure to perform this Agreement, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the City will sustain and said amount shall be deducted from any monies due or that may become due to the Artist.

SECTION 17 - DAMAGE TO PROPERTY

The Artist shall be responsible for any and all damage to property belonging to City or any other third-party to the extent caused by any act or omission of the Artist, its agents or employees. The Artist shall be responsible for repairing any damaged property and shall pay the costs therefor.

SECTION 18 –WARRANTIES

The Artist represents and warrants that: (a) the Artwork is the original creation of the Artist; (b) the Artwork is unique and an edition of one; (c) no identical or substantially similar Artwork will be created by the Artist; (d) the Artwork does not infringe upon any copyright, trademark, or any

other property or personal right; (e) the Artwork is free and clear of liens or encumbrances from any source whatsoever; and (f) the Artist knows of no adverse claims to the Artwork and neither the Artwork nor any portion thereof is in the public domain.

The Artist represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice, defined as qualities that cause or accelerate deterioration of the Artwork; (b) maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist to the City prior to City's acceptance of the Artwork. The warranties described in this paragraph shall survive for a period of two years after the City's final acceptance of the installation of the Artwork. In the event of any breach of warranty that is curable by the Artist and which cure is consistent with generally accepted professional conservation standards, the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with reasonable promptness, and, if required hereunder, the Artist shall cure such breach with reasonable promptness.

SECTION 19 - INDEPENDENT CONTRACTOR

The Artist is an independent contractor and not an employee of City.

SECTION 20 – ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other.

SECTION 21 – NOTICES

Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by express U.S. mail postage prepaid, or by overnight delivery service for which delivery receipt is required.

- A. To City:
Public Art Program Manager
Salt Lake City Division of Arts
54 Finch Lane
Salt Lake City, Utah 84102
katherine.nix@slcgov.com

With a copy to:

Salt Lake City Attorney's Office
451 S. State Street, Rm 505A
Salt Lake City, Utah 84114

- B. To Artist:
Artist Name
Artist Company (if applicable)
Address
City, State Zip

Any notice delivered by hand shall be deemed received by the addressee upon actual delivery; any notice delivered by overnight delivery service or express mail as set forth in this Agreement shall be deemed received by the addressee on the following business day after deposit. The parties may designate in writing other Notice Addresses for notice from time to time.

SECTION 22 - NO THIRD-PARTY BENEFICIARIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to bona fide successors in interest, any rights to claim damages or to bring any suit, action or other proceeding against either the City or the Artist because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

SECTION 23 - GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code or its successor ("GRAMA"). All materials submitted by the Artist pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Artist. Any materials for which the Artist claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Artist explaining the Artist's claim of exemption from disclosure. City will promptly notify the Artist of any requests made for disclosure of documents submitted under a claim of confidentiality. The Artist may, at the Artist's sole expense, take any appropriate actions to

prevent disclosure of such material. The Artist specifically waives any claims against City related to disclosure of any materials required by GRAMA.

SECTION 24 – FORCE MAJEURE

Any prevention, delay or stoppage of performance of the Artist's or City's obligations hereunder due to strikes, lockouts, labor disputes, acts of God, enemy or hostile government action, fire or other casualty, or any other cause beyond the reasonable control of the Artist or City shall not be deemed to be a breach of the Agreement or a violation of or failure to perform any covenants hereof. If such an event does not abate within sixty (60) days, either party shall have the right to terminate this agreement without liability or obligation to the other.

SECTION 25 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in writing signed by both parties.

SECTION 26 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah, and venue shall be in Salt Lake County, Utah.

SECTION 27 - REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

The Artist represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the Effective Date.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

Signature

Print Name

Print Title

ATTEST:
Salt Lake City Recorder's Office

CITY RECORDER

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

Senior City Attorney
Date _____

ARTIST:

ARTIST NAME, entity

Signature

Print Name

Print Title

EXHIBIT A
(Design)

EXHIBIT B
(Basic Services)

I. Basic Service Standards.

- A. Artist, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Artist shall assume full responsibility for damage to City property caused by Artist's employees or equipment as determined by designated City personnel.
- C. Artist shall be solely responsible for the safety of Artist's employees and others relative to Artist's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Artist shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. The standards set forth in this Section are in addition to any additional standard set forth in the Agreement.

II. Basic Services. Artist shall provide the following services to the City. Artist shall track costs associated with each task separately.

- A. Artist shall furnish all materials, equipment and labor required for the Project including surface preparation for the Artwork.
- B. Final artwork must be in accordance with the proposal approved by the Salt Lake Art Design Board without any significant design change, unless approved by the Board.
- C. Artist shall apply clear, anti-graffiti coating over the entirety of the surface of the completed Artwork.
- D. Final artwork must be in accordance with the following goals for the artwork listed in the RFQ:
 - 1. Reflects Salt Lake City and the surrounding community;
 - 2. Is visually engaging for passerby and those who use and visit the Bike Park;
 - 3. Is not advertisement;
 - 4. Meets all public safety, structural, and maintenance standards and complies with the Americans for Disabilities Act (ADA), and all other applicable laws, codes and regulations.

- E. The Artist will work with the Design Board to further conceptualize the project including determining preparation of the site, i.e. structural, electrical requirements, City codes, etc. and the method in which the work will be installed.