<u>CITY OF KELLER, TEXAS</u> AGREEMENT FOR ARTIST SERVICES AND ORIGINAL ARTWORK

1. PURPOSE

The City of Keller ("City") desires to have a mural project entitled the "Keller Sports Park Mural Project II" ("the Mural") located on the south and west walls of the Keller Sports Park as part of the Sports Park renovation project. Amy Brines, with She Draws On Walls ("Artist"), has agreed to design said mural(s) at the prepared installation site. Each mural location will be approximately 89 square feet. The Mural(s) must cover the designated wall space. The Mural(s) must be constructed and fabricated as depicted in Exhibit A, with final approval by the City. Substitutions to materials must be approved by the City. The City will review the Mural(s) prior to completion and has the right to refuse purchase if standards are not met. Designs that are vulgar, politically polarized, or contain profanity or offensive language or symbols will not be considered. Designs must not include advertising, soliciting, or copyrighted materials. Content must be appropriate for all ages. The City reserves the right to inspect all work and instruct the removal of elements.

2. <u>EFFECTIVE DATE</u>

This Agreement ("the Agreement") between the City of Keller, Texas, and the Artist shall be effective upon execution by all signatories hereto (the "Effective Date"), and shall continue thereafter until all obligations of the parties to each other under this Agreement have been performed in full, unless terminated sooner under the provisions thereof. Upon any such termination, neither party shall have any further obligation nor liability under this Agreement, and this Agreement shall have no applicability following such termination.

3. <u>REMUNERATION</u>

The City is to pay Artist a total amount not-to-exceed \$27,400 for eight murals. The City shall provide certificate if sales tax should not be charged. This amount will be paid according to the schedule set forth below. Any changes to this schedule must be agreed to by both parties in writing:

4. IDENTIFICATION PLAQUE

A 4"x6" identification plaque shall be provided to the Artist by the City that lists the following: Artist's name; title of the artwork; date of creation of the artwork; identification of Keller Public Arts as the sponsor of the Mural. The Public Arts Board shall have sole discretion over the design of the plaque, and will provide a proof to the Artist prior to fabrication.

5. INSTALLATION

The Artist is responsible solely for the design of the murals and for providing high-resolution digital files suitable for vinyl reproduction and installation. The City of Keller will separately contract for and purchase the vinyl printouts and oversee their installation on the designated walls. The Artist shall not be responsible for fabrication, transportation, or installation of the murals. The City may coordinate with the Artist as needed to ensure the final installation reflects the approved design, but all costs and responsibilities associated with printing and installation shall be borne by the City.

6. LIMITED GRANT OF LICENSE

Artist hereby grants to City and others it authorizes a non-exclusive, irrevocable, perpetual, worldwide, fully-paid license to make, reproduce, distribute, and publicly display and perform images of the Murals in any medium, for any marketing program or public purpose determined by the City. The City agrees to make every reasonable attempt to identify the Artist as the creator of the Mural on any products, marketing material, or other identifying collateral related to the Mural. Title and possession of the murals will be vested in the City upon delivery, installation, inspection, and acceptance by the City.

7. HOLD HARMLESS AND INDEMNITY PROVISION

Artist shall hold harmless, indemnify and defend the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) occasioned by any willful or negligent act or omissions of Artist or any of Artist's officers, agents, employees and volunteers.

8. FORCE MAJEURE

In no event shall Artist be responsible or liable for any failure to perform or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, work stoppage, labor dispute, strike, lockout, accidents, nuclear or natural catastrophe, interruption or failure of electricity or telephone service, or loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Artist shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

9. RESERVATION OF RIGHTS

Notwithstanding any other provisions of this Agreement, if the City is unable or unwilling to make, or continue to make, the Site available, or to construct the Mural (due to budgetary constraints, City Council action, inadequate available staffing, natural disaster or for any other reason, or no reason), Artist shall have no right to bring action or make any claim against the City as a result of such action or inaction.

10. NOTICE

Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to City:

City of Keller Parks and Recreation P. O. Box 770 Keller, TX 76244

If to Artist:

Artist name Artist address Artist city, state, zip code

11. WAIVER OF ARTIST'S RIGHT

Artist hereby waives any moral or statutory rights Artist may have to prevent anything specifically authorized by the Agreement or to demand anything not required by the Agreement and shall confirm such waivers from time to time upon request by City and others it authorizes.

12. MISCELLANEOUS PROVISIONS

- a. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- b. In the event of any disagreement, breach or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation, prior to the commencement of legal action. Should either party be successful in litigation whereby that party prevails in an action against the other party for a breach of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas, and venue for any action arising under this Agreement shall lie in Tarrant County, Texas.
- d. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- e. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Artist warrants and represents that the individual executing this Agreement on his behalf has full authority to execute this Agreement and bind Artist to the same.
- f. The City Council has authorized the City Manager of the City to execute this Agreement on behalf of the City.
- g. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, it is the parties intent that the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- h. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

CITY OF KELLER	ARTIST	
Signature	Signature	
Title	Name:	
Date	 Date	

Exhibit A

Exhibit A – Project Specifications

The Keller Sports Park Mural Project II will include the design of eight unique murals located at the Keller Sports Park. Specifications are as follows:

- Each mural will be approximately 89 square feet.
- •Murals will be fabricated using high-resolution digital designs applied via brick wrap.
- Theme: Sports Nostalgia.
- All mural content must be family-friendly, original, and non-commercial.
- Artist shall provide high-resolution digital files suitable for production and installation.

Timeline:

Project anticipated start: May 2025 Target completion date: June 2, 2025

Honorarium: \$3,425 per mural, \$27,400 total (inclusive of all artist fees).

Exhibit A



















APPLICATIONS ACCEPTED ONLY VIA CALLFORENTRY.ORG
PHASE I APPLICATION DEADLINE: APRIL 14, 2025

PROJECT SUMMARY

The City of Keller Public Arts Board and the Park Board have come together to form a subcommittee to oversee the design and installation of eight unique outdoor murals that shall be located at the Keller Sports Park south and west walls. The group seeks a <u>digital artist</u> to design each mural. This project intends to turn digital submittals into physical designs applied to brick walls through the use of brick wrap.

The goal of the project is to add eight murals that are artistically interesting and family-friendly. The subcommittee seeks designs that are original and that complement the overarching theme of this project.

PROJECT DESCRIPTION

The outdoor murals are one element of the nearly \$40 million Keller Sports Park renovation project. The expansion will feature new softball fields, youth baseball and multipurpose fields, baseball fields, a rodeo area, soccer and lacrosse fields, and a rugby field. The goal of the Sports Park Project is to bring teams and visitors to the city.

The mural project is anticipated to begin in May 2025. The City of Keller will provide a 4"x6" plaque for the mural to include artwork title, artist name and year of installation.

BUDGET

The artist will be paid \$3,425 for the design of each mural, for a total of \$27,400 for all eight murals. This payment is inclusive of all artist's fees.

The selected artist shall receive one-half of the honorarium upon execution of contract. The second half of the honorarium shall be disbursed after the murals have been approved by the subcommittee.



ENTRY CRITERIA

Eligible artists must reside in Texas. A project application can be submitted by a group of artists, but specific contractual obligations may apply.

THEME

The theme for the murals is sports nostalgia.

Murals must be original, and may not infringe upon the copyright or any other right or interest of any other person or organization. Artist selected agrees that the City of Keller shall have the right and permission to use the name, entry, and entry information of the entrant in any manner or media now or hereafter known without further consideration except where prohibited by law.

MURAL SPECIFICATIONS

- · Murals must be of original design.
- Each mural must cover 89 SF.
- Content must be appropriate for all ages. The subcommittee reserves the right to inspect all work and instruct the removal of elements.
- Designs that are vulgar, politically polarized, and contain profanity or offensive language or symbols will not be considered. Designs must not include advertising and soliciting, or copyrighted materials.
- Mural images must be high resolution.



APPLICATION PROCESS

Phase I

Applicants are asked to submit the information requested below. Phase I Applications shall only be accepted via https://www.callforentry.org/.

Phase I Application Requirements

- Artist name
- Mailing address
- Phone Number
- Preferred Email Address
- Link to artist's website
- Link to artist's social media.
- Attach PDF to current CV or resume
- Attach PDF of current artist statement
- Portfolio (3-5 images) of past mural works and titles
- Proof of artist insurance
- References

Phase II

Up to 8 finalists will be invited to further develop their proposals and prototypical murals to include detailed working drawings showing dimensions to scale and placement.

- A stipend of \$250 per submission will be paid for this work. Each submission may include up to 8 prototypes. One submission of up to 8 mural prototypes per artist.
- Phase II submissions shall be made via email to publicarts@cityofkeller.com.



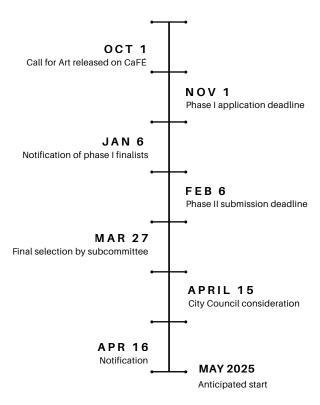
MURAL SPACE

- Brick wall
- 8 total murals, each mural location is 89 square feet





2024-2025 PROJECT TIMELINE*



*Timeline subject to change at the direction of the subcommittee. Timeline based on construction and weather. Completion date target: June 2, 2025



EXHIBITION

The intent is to leave the murals as permanent pieces of art for the foreseeable future. The building owner has the right to paint or change the walls as they see fit. There is no guarantee of longevity of the display. The City of Keller is under no institutional obligation to keep the mural looking new or repair any damages.

NOTIFICATION

The selected artist will be notified via email by April 16, 2025. Upon notification, selected artist will have two weeks to complete the Artist Agreement and any additional documentation.

The subcommittee reserves the right not to select any submissions received from this call for art. Submitting artists must be able to meet the project timeline.

CONTACT INFORMATION

CITY OF KELLER PUBLIC ARTS PROGRAM

P.O. Box 770 Keller, TX 76244 817-743-4000 publicarts@cityofkeller.com

