

Keller Sports Park Mural Contract Agreement

This agreement is entered into as of this ____ day of _____, 2025 by and between The City of Keller and She Draws On Walls ("Artist"). The parties hereby agree as follows:

Purpose

The City of Keller desires to have an 8-mural series representing Keller Youth Sports to brighten the city, and to celebrate youth, art and American sports. The City of Keller hereby engages (Artist's) services to install artwork for a mural project (the "Project") to be painted at 265 Golden Triangle Boulevard, Keller TX, 76248 (the "Property"). Artist agrees to be reasonably available to consult with The City of Keller during the installation of the Project, as needed. The City reserves the right to inspect all work and instruct the removal of elements.

Payment & Fee Schedule

In accordance with the 2024 Call for Art (Keller Sports Park Mural Phase II) the City of Keller, the Public Arts Board and City Council have approved renderings for this project. The compensation for this work was \$27,400, which has been invoiced by She Draws On Walls. Payment for the design was made on Friday, October 31, 2025.

The total fee for the installation of the artwork is \$42,240.00. A payment of 50% of the total fee, \$21,120.00, will be paid upon approval of painting quote to allow Artist the ability to purchase supplies and block out sufficient time on their calendar to complete the project before the weather turns. The remaining artist fee of \$21,120.00, shall be paid within thirty (30) days of invoicing after project completion.

City of Keller Responsibilities:

- Be available to answer questions and or address concerns in a timely manner.
- Be available for a site visit (as necessary) once a week or twice a month.
- Provide vendor communications as necessary (example- if Artist needs to connect with a vendor on-site to move a piece of equipment that may be in the way or to prevent sprinklers from going off during painting).
- The City shall ensure safe and clear access to the mural site during painting hours and provide access to water and electricity as needed. Any required equipment needed will be coordinated between Artist and the city in advance.
- Market She Draws On Walls periodically as project progresses. The City may share progress photos and updates from the Artist as well as post their own progress photos and videos.

Artist Responsibilities:

- Keep city contact up to date on project timeline. Estimated time to paint is 4-6 weeks, but is weather dependent.
- Provide supplies needed to paint the mural, including priming with masonry paint and sealing with MuralShield anti-graffiti sealant.
- Paint mural as shown in selected renderings (minus any corporate logos as brought up by the city).
- Provide COI with City of Keller as additional insured.
- Promote the project on social media with attribution to the City of Keller.

Point of Contact

To avoid confusion and miscommunication, **all communications and changes as related to the project, shall go through Cody Maberry, Director of Community Services.** Cody Maberry will be the single point of contact for Artist. If this individual is not available (out sick or on vacation, a single point of contact will be assigned to Artist during that time). Any other city employees, volunteers, community members or the like who “offer direction” will politely be listened to and redirected to the city point of contact.

Intellectual Property

In alignment with the Visual Artists Rights Act (VARA) of 1990, Artist retains copyright to the artwork itself, not including the usage of the City of Keller logo. The Artist (both She Draws on Walls and partner Jimmy Joe Jenkins) agree to not paint the same or similar painting in Dallas-Fort Worth or surrounding areas. Both the Artist and the City agree to honor one another’s work on this project by supporting both the Artist’s career and what is for the good of the community/ the city.

License to City

Artist irrevocably licenses City, its employees, representatives, officers and agents, the right to make photographs, two dimensional reproductions, and adaptations of the artwork for educational, public relations, arts promotional, image for promotion on web site and other non-commercial purposes. For the purposes of this Agreement, the following, among others, are deemed to be reproductions and/or adaptations for non-commercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, coloring books, t-shirts for volunteers or city employees that are provided and not sold, news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations. For all commercial purposes benefitting the City, Artist and City agree to negotiate terms separately from this Agreement.

Identification Plaque

A 4x6 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 the Keller Public Arts as the sponsor of the Mural. The Public Arts Board shall have the sole discretion over the design of the plaque and will provide a proof to the Artist prior to fabrication.

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 occasioned by any willful or negligent act or omissions of Artist or any of Artists officers, agents, employees and volunteers.

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 (fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), government sanction, blockage, embargo, work stoppage, labor dispute, strike, lockout, accidents, nuclear or natural catastrophe, interruption or failure of electricity or telephone services, it being

understood that the Artist shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

Maintenance and Conservation

The Artist shall not be responsible for ongoing maintenance or conservation of the Artwork after final acceptance by the Client. The Client acknowledges that normal environmental wear (including fading, weathering, or surface accumulation of dirt) is expected over time. The Client agrees to not alter, modify, paint over, or remove the Artwork without first consulting the Artist. If the Client wishes to clean, restore, or repair the Artwork, such work shall be performed by the Artist or under the Artist's supervision when reasonably possible.

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 party's 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.

The City of Keller:

Cody Maberry
Director of Community Services

Artist:

Amy Brines
She Draws On Walls

Jimmy Joe Jenkins
Artist