

**ARTIST'S AGREEMENT**  
**BEYOND THE BOX - UTILITY BOX ART PROGRAM**

This Artist Agreement for the Beyond the Box - Utility Box Art Program by and between the City of Glendale, a municipal corporation ("City") and \_\_\_\_\_ ("Artist") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"). Artist and City are together referred to herein as the Parties, or individually as a Party.

**RECITALS**

- A. City is a public entity organized and existing under its Charter and the State of California's Constitution.
  
- B. City's Beyond the Box – Utility Box Art Program ("Program") is an art painting event that will take place from October 16-22, 2023 with selected utility boxes throughout various locations in the City. Information about the Program, including but not limited to, the Program's details, specifications, terms, guidelines, and/or requirements are stated in the Program's Call for Artists ("Program Guidelines").
  
- C. Artist is an individual that has applied to Program and has been selected by the Program's selection committee to paint the utility box(es) located at \_\_\_\_\_.
  
- D. Artist has read, reviewed, understands, and agrees to follow the Program Guidelines.
  
- E. Artist possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.
  
- F. Artist desires to perform this Agreement's tasks, on the terms and conditions described in this Agreement. Artist has the legal authority to provide, engage in, and carry out the tasks set forth in this Agreement.

**AGREEMENT**

THEREFORE, City engages Artist's services, and in consideration of the mutual promises, the Parties agree as follows:

**1. Incorporation of Recitals:**

The Recitals constitute the factual basis upon which City and Artist have entered into this Agreement. City and Artist acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

**2. Painting and Display Dates:**

Artist shall prep, prime, and paint the specified utility box(es), located at \_\_\_\_\_ in accordance with the terms, guidelines, and/or requirements in the Program Guidelines. Artist may begin applying paint primer on the utility box(es) on **Monday, October 16, 2023**, and shall begin painting utility box(es) no later than **Friday, October 22, 2023**. Painting and application of the final protective coating shall be completed by **Sunday, October 22, 2023**. The integrity of the artwork installed on utilities boxes must be

maintained for a period of one (1) year or until City deems appropriate to remove or repaint the utility box(es).

**3. Ineligible Artwork & Removal:**

Artist agrees that if Artist fails to follow the Program Guidelines, or if Artist has falsified information on Artist's application form, Artist will be immediately disqualified from Program participation. City expressly retains the right to:

- Deem the artwork ineligible or reject the artwork, at any time, even after Artist has painted it on a utility box, for any reason(s) stated in this Agreement or the Program Guidelines.
- Remove the artwork, at any time, for any one or more of the "Removal" reasons stated in this Agreement or the Program Guidelines.

**4. Original Artwork:**

Artist represents that: (a) the artwork, whether created by Artist alone or in collaboration with others, is wholly original art; (b) the artwork does not infringe upon, misappropriate, or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity; (c) Artist has obtained, all licenses, permissions, authorizations, releases, and other necessary documents; and (d) Artist has paid, or will pay, all royalties, licensing fees, or other fees required for obtaining licenses, permissions, or authorizations. Upon City's request, Artist must provide City with evidence of Artist's compliance with this Section. Artist's statements and representations under this Agreement survive this Agreement's expiration or termination.

**5. Artwork Not a Safety Hazard:**

Artist acknowledges that the Artwork will be accessible to the general public— adults and children. Accordingly, Artist represents that Artist has designed and fabricated the artwork so that it will not present a safety hazard. If City becomes aware of a potential hazard, Artist must, in good faith, make any safety modifications requested by City.

**6. Substitute Artwork or Artists – Prohibited:**

Because this Agreement is for original or unique artwork that Artist has created, Artist must not – without City's prior written approval – (a) substitute or replace the artwork on Artist's assigned utility box(es); or (b) allow another artist or artists to substitute, replace, or display his/her/their artwork on Artist's assigned utility box(es).

**7. Assignment of Copyright:**

Artist assigns to City all rights, title, and interest, including copyright, in and to the artwork.

**8. Artist's Moral Rights and Waiver:**

Artist specifically acknowledges and agrees that: (a) the artwork is a temporary installation; (b) installing, displaying, relocating, moving, or removing (de-installing) the artwork may significantly alter the integrity of, or damage or destroy, the artwork; and (c) Artist is familiar with and understands all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and all other local, state, federal, foreign or international law (collectively, "Moral Rights Laws") that *protect against the alteration of a work of art* ("artist's right of integrity") and *protect the artist's getting credit for a work or art* ("artist's right to attribution"). The Acts and Moral Rights Laws require that a person who intends to waive ("give up") these provisions must do so expressly in writing by signing a "Waiver." **By signing this Agreement, Artist hereby expressly and forever waives all rights and**

**benefits— except the right to claim authorship to the Artwork— that Artist has, or may have (now or later), under the Acts’ and Moral Rights Laws’ provisions.**

City will make its best efforts to credit Artist, or the creator of the artwork, or both, when using the artwork for an archival, informational, educational, promotional, or non-commercial use. City will not be liable to Artist for an error in or omission of Artist’s identification or Artist’s credit for the artwork.

**9. Authorization for City’s Use of Artwork:**

Artist irrevocably grants City, its officers, agents, and employees (“City and its representatives”) the unconditional right and permission to use, reproduce, copy, sell, exhibit, publish, or distribute, in whole or in part, in any medium now or later developed, photographs and other two- or three-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes— without charge to City and without payment to Artist of any compensation, fee, royalty, or damages (now or later).

**10. Publicity by City:**

City may publicize Artist and/or the artwork, as City deems appropriate, through one or more media, including, but not limited to: City’s publications, press releases, web site, social media, and government access television channel. Artist authorizes City to: (a) make— without charge to City and without payment to Artist of any compensation, fee, royalty, or damages (now or later)— photographs and other two- or three-dimensional reproductions of the Artwork for archival, informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes; and (b) use in its promotional material a photo or an audio/video clip of Artist.

**11. Publicity by Artist:**

Artist may advertise the artwork and its exhibition. Artist may use, reproduce, distribute, display, or repost City’s pre-approved publicity or advertisement of Artist and the artwork. Without City’s prior written approval, Artist must not use or reproduce City’s corporate insignia— in any document or medium— including an announcement, promotional material, television or radio commercial, the internet, social media, or a website. As required by Glendale Municipal Code Section 30.33.110, Artist must not post flyers, posters, advertisements, signs, or announcements on any City property (including the display site, public building, light pole, traffic signal or sign, and tree) to publicize Artist, or the artwork, or both.

**12. City’s Discretion to Remove Artwork:**

City has the absolute right to remove the artwork, or any part of it, at any time— and for any duration, whether temporarily or permanently— if City, in its sole and absolute discretion, determines that: (a) any one or more reasons for removal exists, as stated in the Program Guidelines, in a written City policy, or a law or regulation; or (b) it is advisable to do so.

**13. Artist’s Removal of Artwork:**

While on display, Artist may remove Artist’s Artwork only after receiving City’s written approval.

**14. Damage, Loss, Vandalism, or Theft of Artwork:**

City will exercise the same level of care toward the artwork displayed on public utility boxes as City does in the safekeeping of comparable pieces of art that City owns. Although City will exercise due care in handling and exhibiting Artist’s artwork, Artist understands and acknowledges that a risk of damage, loss, vandalism, or theft is inherent in a public display. City will not provide security personnel or security devices for Artist’s artwork.

**15. Release of Claims:**

In exchange for City's permitting Artist to participate in the Program, Artist forever (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and (c) waives a right of recovery against City and its representatives for any one or more of the following circumstances, events, or occurrences arising out of Artist's participating in the Program:

- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to Artist;
- City's use of Artist's artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or destruction loss or theft of, Artist's artwork, however caused.

**16. Indemnification:**

To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— Artist agrees to indemnify, defend, and hold harmless City, its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, liens, losses, damages (whether in contract or in tort; including bodily injury, accidental death, personal and advertising injury, defamation, invasion of privacy, right of publicity, intellectual property infringement or violation, property damage; and even if the allegations are false, fraudulent, or groundless), costs and expenses (including attorney's fees; consultant's and expert's fees; court costs; litigation, arbitration, mediation, and appeal expenses; fines, penalties) which in whole or in part arise from or are caused by, or which are alleged to have arisen from or to have been caused by, any one or more of the following circumstances: (a) an act, error, or omission of Artist, Artist's officers, agents, employees, contractors, subcontractors, or by anyone whom Artist directly or indirectly employs, hires, or uses to paint the utility box(es); (b) the assembly, installation, display, exhibition, use, or removal of Artist's artwork in, upon, under, or over any portion of City's property, premises, or facility; (c) an inaccurate statement, representation, or promise contained in this Agreement of Artist, or Artist's officers, agents, employees; (d) a breach or violation of a duty or obligation under this Agreement of Artist, or Artist's officers, agents, employees; or (e) an infringement, misappropriation, or violation of an intellectual property right or proprietary right of a person or entity.

**17. Violation of Agreement; Remedies:**

If Artist refuses or fails— whether partially, fully, temporarily, or otherwise— to perform or fulfill any one or more of this Agreement's terms, (a) Artist will be in violation of this Agreement; (b) City may suspend, terminate, or cancel this Agreement, or any part of it; and (c) City may exercise any legal or equitable remedy.

**18. Waiver:**

If a party to this Agreement fails to require the other party to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term, or any other term. If a party waives the other party's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the party waiving it.

**19. Successors and Assigns:**

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by California's laws.

**20. Interpretation and Invalidity:**

This Agreement (a) represents the entire and integrated agreement between City and Artist, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. California's laws govern this Agreement's construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms' validity. All headings or captions in this Agreement are for

convenience and reference only.

**21. Counterparts; Digital Signatures:**

The parties may execute this Agreement in counterparts, each of which is an original, but all of which constitutes one and the same document. The parties deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

**22. Artist's Compensation:**

Upon the successful installation of Artist's artwork on City designated utility box(es), and Artist otherwise fully performing the terms of this Agreement, City will pay Artist by a mailed check, within 30 calendar days after City receives an invoice that fully complies with this Agreement's "Invoice Requirements":

- Flat fee of \$1,000.00, in one payment for painting one utility box.
- Other: \_\_\_\_\_, in the amount of \$ \_\_\_\_\_.

**23. Invoice Requirements:**

Before receiving compensation, Artist must submit a W-9 form and an original, itemized invoice to City for approval within 30 calendar days after Artist finishes painting the utility box. The invoice must contain all of the following information:

- The word "INVOICE", Invoice Number, Invoice Date (*Invoice Date must not be before the first day that Artist can begin painting the utility box*)
- The words "BILL TO: City of Glendale"
- Date(s) of service(s) rendered
- Description of specific service(s) provided
- Total Amount Due
- Payment Instructions:
  - "Make check payable to \_\_\_\_\_" (Artist's name must match the name on the W-9).
  - "Remit to \_\_\_\_\_" (Artist's name and address).

An invoice missing this information may result in delayed payment or a returned invoice. City accepts an invoice by U.S. mail or by e-mail. Artist must submit the Invoice directly to City's Finance Department in one of the following two ways:

Option 1: Electronically, in PDF format, via:

<https://www.glendaleca.gov/government/departments/finance/accounting/invoice-submittal>

Option 2: By mail to the following address:

City of Glendale  
Attn: Accounts Payable  
141 N. Glendale Ave, Room 346  
Glendale, CA 91206

**24. Authority to Perform Agreement:**

Artist represents that Artist (a) has read this Agreement and fully understands its contents, and has the full power to enter into and perform this Agreement and to the grant of rights stated in this Agreement.

**THE PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, RECEIVED A COPY OF IT, ARE AUTHORIZED TO SIGN IT, AND ARE BOUND BY ITS TERMS.**

**ARTIST'S SIGNATURE:**

\_\_\_\_\_ *By my signature below, I certify that I am eighteen (18) years of age or older.*

\_\_\_\_\_ *I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has signed it below.*

\_\_\_\_\_ *Dated*

\_\_\_\_\_ *Artist's Signature*

\_\_\_\_\_ *Home Address*

\_\_\_\_\_ *City, State, Zip Code*

\_\_\_\_\_ *Home Telephone*

**PARENT'S OR GUARDIAN'S SIGNATURE:**

\_\_\_\_\_ *Dated*

\_\_\_\_\_ *Signature of Parent or Guardian*

\_\_\_\_\_ *Home Address*

\_\_\_\_\_ *City, State, Zip Code*

\_\_\_\_\_ *Home Telephone*

\_\_\_\_\_ *Business Telephone*

**CITY OF GLENDALE:**

\_\_\_\_\_ *Dated*

\_\_\_\_\_ *Library, Arts & Culture Department Director or Designee*

CITY OF GLENDALE  
LIBRARY, ARTS & CULTURE

ARTIST'S:

**CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT**  
**(TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS)**

The City of Glendale ("City") would like to use my image, voice, name, and/or likeness to share my story or experience as it relates to my participating in the City's Beyond the Box - Utility Box Art Program ("Program") from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

I, \_\_\_\_\_, understand that City may take photographs, videotape, other images, and/or voice recordings of me and/or my likeness while I participate in the Program, and I hereby consent to City's doing so. I hereby grant (1) City, its officers, agents, and employees; (2) any person, entity, or organization acting under City's permission and authority; and (3) City's licensees, successors, and assigns (all of the preceding collectively referred to as "City and its representatives") the unconditional, unqualified, unlimited, and perpetual right and permission to use, adapt, modify, reproduce, distribute, publish, or otherwise display— in any form now known or later developed— my image, voice, name, and/or likeness ("Personal Information"), in whole or in part, by incorporating the Personal Information into one or more print, broadcast, digital, or other media, including, but not limited to: publications, catalogues, brochures, books, magazines, photographs, motion picture films, audio/video tapes, slides, web sites, or social media ("Works").

**I understand and agree** that at City's and its representatives' sole discretion, City and its representatives may use the Personal Information— with or without my name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, whether for commercial or non-commercial purposes, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

**I understand and agree** that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me for City's and its representatives' use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

**I understand and acknowledge** that after I sign this Agreement, I and my successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

**I HEREBY AGREE** that I, my heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** City and its representatives for injury or damage to me— or my person, property, and/or reputation— arising from: (1) City's and its representatives' use of the Works and/or Personal Information; (2) any harm or occurrence, including, but not limited to, defamation, invasion of privacy, right of publicity, infringement or misappropriation of an intellectual property right or proprietary right; and/or (3) a breach of any representation or promise contained in this Agreement.

In addition, **I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)** City and its representatives from and against **ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, or my person, property, and/or reputation.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.**

Check One Box Below:

By my signature below, I certify that I am eighteen (18) years of age or older.

I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has completed the "Parent's / Guardian's Consent, License, and Liability Release Agreement" on the reverse side.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Business Telephone Number

**PARENT'S / GUARDIAN'S:**  
**CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT**  
**(TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS)**

The City of Glendale ("City") would like to use my child's image, voice, name, and/or likeness to share my story or experience as it relates to my child's participating in the City's Beyond the Box - Utility Box Art Program ("Program"), from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

I, \_\_\_\_\_, the parent/guardian of \_\_\_\_\_, understand that City may take photographs, videotape, other images, and/or voice recordings of my child and/or my child's likeness while my child participates in the Program, and I hereby consent to City's doing so. I hereby grant (1) City, its officers, agents, and employees; (2) any person, entity, or organization acting under City's permission and authority; and (3) City's licensees, successors, and assigns (all of the preceding collectively referred to as "City and its representatives") the unconditional, unqualified, unlimited, and perpetual right and permission to use, adapt, modify, reproduce, distribute, publish, or otherwise display— in any form now known or later developed— my child's image, voice, name, and/or likeness ("Personal Information"), in whole or in part, by incorporating the Personal Information into one or more print, broadcast, digital, or other media, including, but not limited to: publications, catalogues, brochures, books, magazines photographs, motion picture films, audio/video tapes, slides, web sites, social media, and other media ("Works").

**I understand and agree** that at City's and its representatives' sole discretion, City and its representatives may use the Personal Information— with or without my child's name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, whether for commercial or non-commercial purposes, except that City and its representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

**I understand and agree** that City and its representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim, for myself and on my child's behalf, to inspect or approve the Works and the eventual use to which City and its representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me and/or my child for City's and its representatives' use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

**I understand and acknowledge** that after I sign this Agreement, I, my child, and our successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

**I HEREBY AGREE** that I, my child, our heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** City and its representatives for injury or damage to my child— or my child's person, property, and/or reputation— arising from: (1) City's and its representatives' use of the Works and/or Personal Information; (2) any harm or occurrence, including, but not limited to, defamation, invasion of privacy, right of publicity, infringement or misappropriation of an intellectual property right or proprietary right; and/or (3) a breach of any representation or promise contained in this Agreement.

**In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)** City and its representatives from and against **ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to my child, or my child's person, property, and/or reputation.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Business Telephone Number