Artist Release Agreement
Power to the People: Utility Box Mural Program

Artist's Name: _____

Artist's Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Utility Box Location: _____

The Artist identified above ("Artist") seeks to display the artwork described below in Exhibit A ("the Artwork") on the Utility Box listed above ("the Location") for the City of Crescent City's Power to the People: Utility Box Mural Program ("the Program").

The Artist represents that they are the sole legal owner of all right, title and interest in the Artwork, including all related intellectual property interest such as trademarks and the sole and exclusive copyright in the Artwork, and has the full right and authority to enter into this Agreement and grant the rights granted in this Agreement. The Artist also warrants and represents that the display of the Artwork does not and will not infringe or violate the rights of any other party, including any copyright interests.

1. Release of Liability

The Artist will indemnify, defend, and hold the City of Crescent City harmless from any losses, claims, damages, awards, penalties or injuries incurred, including attorneys' fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of the Artwork.

The Artist assumes all risks and hazards incidental to the creation and display of the Artwork for the Program. Any injuries sustained while working on the Artwork or for the Program will be the responsibility of the Artist. The Artist further releases the City of Crescent City from any liability caused by loss, vandalism, theft, or damage to the Artwork. The City of Crescent City will not and is not providing insurance of any kind to the Artist for participation in the Program.

2. Rights and Obligations

The Artist understands that the display of the Artwork is subject to the sole discretion of the City of Crescent City. Nothing in this agreement creates a right to have the Artist's work displayed or guarantees that the Artist's Artwork will be chosen for the Program. Any or all of the Artwork may be immediately removed at the sole and exclusive discretion of the City of Crescent City without notice to the Artist.

The Artist understands and agrees that the City of Crescent City will assume sole right, title, and interest in and to the Artwork. The City of Crescent City will own any promotional material for the Program, for which the Artwork may be used. The Artist hereby relinquishes any ownership interest, including any copyrights or trademarks.

Nothing in this agreement obligates the City of Crescent City to pay the Artist for the Artwork. The Artist understands that they are volunteering their time and their Artwork to the Program and that they will not be compensated. This agreement does not create an employment relationship between the Artist and the City of Crescent City. The Artist will be solely responsible for the creation of the Artwork, including all materials, transportation, and equipment.

The Artist hereby agrees to adhere to the guidelines set forth in the Program Scope of Work that is attached hereto and by this reference made a part of this agreement.

3. Remedies

The laws of the State of California will govern this agreement. If legal action is required to enforce any part of this agreement, that action must be filed in the Superior Court for the County of Del Norte.

I acknowledge that I have read and understand this agreement. I understand that this is a release of liability and sign it of my own free will.

_____	_____	_____
Artist Name (Print)	Artist Signature	Date

Exhibit A
Description of Artwork

_____

_____

_____

_____

_____

_____

_____

_____