

## Garage Mural Letter of Agreement

This Agreement is made on     (date)     between:     (artist's name)     of     (address)     (herein called "the Artist") and Robert Coscia and Beth Eschenfelder of 532 6<sup>th</sup> Ave. N., St. Petersburg, FL 33701 (herein called "the Client") for the commission of a mural described below.

This Agreement in no way constitutes "employment." The Artist is commissioned as an independent contractor and responsible for all taxes and liabilities for fulfillment of his/her work as identified in this Agreement.

### I. Description of the Mural Project:

The description of the mural project requested by the Client is outlined in Attachment 1, the project *Request for Proposal*.

The artwork to be created by the Artist(s) shall be as described and portrayed in the Artist proposal and sketches *[to be]* included in Attachment 2.

### II. Artist's Obligations

- A. The Artist shall complete and supply a preliminary sketch of his/her design for approval by the Client. *[This should be provided prior to execution of this Agreement and attached to this Agreement (see Attachment 2).]*
- B. The mural shall be painted on the garage door (and surrounding) at the Client's address listed above, as evidenced in the Artist's draft rendering *[to be]* attached to this Agreement (see Attachment 2) .
- C. The Artist is responsible for knowing whether any permits are required for the completion of this work and for mutually arranging terms with the Client for securing any required permit.
- D. Work on the mural shall begin and finish within the dates specified below, unless otherwise mutually agreed upon by the Artist and Client.
- E. The Artist will be responsible for all supplies and materials, equipment, accommodations, travel, personal taxes and personal accident insurance during the execution of the mural. Expenses for these items will be incurred by the Artist and should be included in the total cost of the project.
- F. The Artist will complete all work him/herself and may not hire subcontractors for the completion of any portion of the work.
- G. The Artist is responsible for assuring that the artwork completed is original and is not a reproduction of other copyrighted or trademarked work.
- H. The Artist is responsible for completing the work safely without damage to the Client's property and surrounding properties. Dangerous products shall be handled, used and discarded appropriately following all required safety precautions.
- I. The Artist is responsible for safely securing all belongings during the execution of work. The Client will not be responsible for any belongs lost, stolen or damaged during the execution of this work.

- J. The Artist should make every attempt to keep the work area clean and free of clutter during the execution of work, specifically, between work periods when the Artist has finished working for a period of time.

### III. Client's Obligations

- A. The Client has provided all details regarding the scope of work to be completed, as specified in this Agreement and the original Request for Proposals (Attachment 1).
- B. The Client will provide payment in a timely manner according to the terms of this Agreement.
- C. The Client will ensure the Artist has adequate space and provisions for the completion of his/her work, such as water and space for cleaning supplies, restrooms, and freedom from unnecessary distractions.

### IV. Start and Completion Dates

- A. The Artist shall undertake the creation of the artwork on or before   (date)   and shall complete the artwork on or before   (date)  .
- B. In the event of any occurrences that may cause a delay in the execution of the work by the Artist, the Artist shall notify the Client of such delay, and the parties shall agree upon an altered timeframe, as needed.
- C. If the execution of the work needs to be delayed by Client for any reason, the Artist shall be entitled to extend the completion date via verbal or written notification to the Client and upon agreement by both parties.

### V. Fees and Schedule of Payment:

- A. The Client shall pay the total of  (\$ amount)  to the Artist for the completion of the full mural project. The total project and amount paid includes all sketches and everything required for the completion of the project, including all supplies and work hours.
- B. Upon execution of this Agreement, Client shall pay to the Artist:
- 20% deposit due upon execution of signed Agreement (nonrefundable).
  - 40% due when mural project begins.
  - 40% due on day of completion.
- C. Any major changes requested by the Client, will result in paying Artist additional compensation to be agreed upon before changes are executed.
- D. Any changes the Artist deems necessary to enhance the composition or color in the artwork will be deemed for the good of the painting and at no additional charge to the Client.
- E. Any additional artwork done by the artist shall be negotiated and compensated separately from this Agreement.

## VI. Ownership and Promotion of the Work

- A. Title of ownership of the artwork shall pass from the Artist to the Client upon the completion of the artwork.
- B. Copyright of the mural and preliminary sketches will remain with the Artist.
- C. Artist retains the right to reproduce the work in his/her promotional materials.
- D. The address of the client should not be included in any Artist promotional materials, but identifying the work as being at a private residence in the Historic Uptown neighborhood is acceptable.
- E. If the Artist needs/wishes to refer future clients to view the work, referrals should be handled on a case-by-case basis, providing separate notification for each referral via email or text (with acknowledgement) from Client.
- F. The Client has the right to reproduce and distribute the work for noncommercial means (such as reproduction of the work on the Client's website, party invitations, etc.) without prior notice to the Artist.
- G. Client shall include Attribution to the Artist whenever the work is reproduced and shared.

## VII. Maintenance of the Work

- A. The Client shall take reasonable precautions to protect the completed mural against damage or destruction by external forces.
- B. The Client will make his/her best efforts to maintain and repair the work and will bear all responsibility and costs for the same.
- C. If any maintenance or repair of the mural is required that affects the artistic integrity of the design, the Client agrees to use reasonable efforts to contact and consult with the Artist before undertaking any such maintenance and repair and to give the Artist the first opportunity to carry out such maintenance and repair.
- D. The Artist will respond to such a repair request within a reasonable time, and the scope of work should be agreed upon and completed within a reasonable time.
- E. The Artist shall have no right to a claim of loss or damage in the event that the surface upon which the mural is located is damaged, painted over, removed or torn down in whole or part during home improvement efforts.
- F. In the event the Client is dissatisfied with the completed work, he/she may remove or paint over the work without notice to the Artist.

## VIII. Disputes

- A. Any dispute that cannot be resolved between the parties shall be resolved by resort to arbitration (in accordance with the standards and procedures of the American Arbitration Association).

**DRAFT**

This Agreement shall be governed by the laws of St. Petersburg, Pinellas County and the State of Florida.

The terms specified in this Agreement and corresponding Attachments have been agreed to by the parties below:

The parties have executed this Agreement on the   (day)   day of   (month)  , 2017.

**Client:**

**Artist:**

  Robert Coscia    
*printed name*

\_\_\_\_\_  
*printed name*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

  Beth Eschenfelder    
*printed name*

\_\_\_\_\_  
*printed name*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*printed name*

\_\_\_\_\_  
*signature*

**ATTACHMENTS**

DRAFT

ATTACHMENT 1 • Client's Request for Proposal

*[to be attached upon execution of Agreement]*

DRAFT

ATTACHMENT 2 • Artist's Proposal and Preliminary Sketch

*[to be attached upon execution of Agreement]*