

## ARTIST LICENSING AGREEMENT

This Artist Licensing Agreement (the "AGREEMENT") between the Metro West Housing Solution and its representative or assigns ("THE CLIENT") and you ("THE ARTIST") is entered into effective as of the date of your email accepting the assignment to deliver a concept and presentation for the art installation for the Traverse Parking Structure.

**Scope of this Agreement.** This agreement applies to the project: a concept for the art installation for the Client, (collectively known as "IMAGES").

**Compensation.** \$750.00 payable within 30 days of the date the artist's concept presentation.

**Rights:** If your concept is accepted and you enter into a Service Contract to complete the art installation with the Client, The Artist agrees to transfer all rights relating to the images, including copyright and ownership rights in the media, to the Client. The Client may reproduce, display, edit, enhance, adapt, distribute, and transmit images now and in perpetuity per this signed agreement, subject to any changes agreed to by both parties in the final Service Contract. The Artist understands that all images submitted are classified as a work-made-for-hire under the Copyright Act, and that the Client will own all rights related to the image now and in the future. If for any reason any particular material might not be a work made-for-hire, Artist now grants and assigns to Client the rights for use as described herein throughout the world in any and all media and forms of publication. When possible, and at the sole discretion of the Client, Artist will be credited as the artist or author for the images.

**Creation:** Artist represents and warrants that all images submitted will be the original work of the Artist. Artist will be expected to cooperate with Client if any claim or issue is raised about Artist's work. Artist will use his/her best efforts to (a) ensure that the images conform to Client's specifications; and (b) submit all images to Client in publishable quality, on or before the applicable deadlines.

**Delivery:** If applicable, Artist is responsible for providing images in both a native format (for use in editing, enhancing, adapting, etc.) and JPEG, TIFF, PNG, or other standard format requested by the Client. Artist has no obligation to retain or archive any images delivered to Client.