

**ARTIST’S COMMISSION  
FOR ALLEY DOOR ARTWORK**

THIS AGREEMENT (this “Agreement”) between the DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT, a political subdivision of the state of Missouri (“CID”) and \_\_\_\_\_ (“Artist”) is entered into on the date of the last signatory noted below (the “Effective Date”). CID and Artist are each individually referred to herein as a “Party” and collectively as the “Parties”.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. COMMISSION**

Artist is commissioned to render in paint or other CID approved medium, art (the “Alley Door Artwork”) on an alley door (the “Alley Door”) at North end of Alley A \_\_\_\_\_ [street address and name of business] \_\_\_\_\_, Columbia Missouri substantially as described in the approved design concept (attached as Exhibit A and incorporated herein by this reference).

**2. SITE COMPATIBILITY**

- a. Artist will meet with the CID’s designated project manager as deemed necessary by such project manager on all matters connected with carrying out Artist’s services in creating and installing the Alley Door Artwork on the Alley Door.
- b. Artist acknowledges, and accepts, that the Alley Door Artwork may be removed and/or repaired at any time for any reason by the CID or the Property Owner. Artist waives any and all Moral rights to the Alley Door Artwork.
- c. The Artist will use, according to instructions from the project manager designated by the CID, primer and sealer as provided by the CID.
- d. Any disagreements between the CID designated project manager and Artist will be referred to the CID Board of Directors (the “Board”) for a decision. The Board’s decision with respect to any such disagreements so referred shall be final.

**3. TIME**

Artist will begin work as soon as practical after the execution of this Agreement and shall have completed and installed the work by \_\_\_\_\_, 20\_\_.

**4. WARRANTIES**

- a. Artist represents and warrants that the Alley Door Artwork is solely the result of the artistic effort of Artist and is original and unique to the Artist, does not infringe upon any copyright, has not been sold elsewhere in its alley door layout design shown on Exhibit A to this Agreement and is free from any liens.

- b. Artist represents and warrants that the Alley Door Artwork will be durable, executed and fabricated in a workmanlike manner and will be free from defects in material and workmanship including defects known as "inherent vice" or qualities which cause or accelerate deterioration of the work.
- c. If within one year of the date of final acceptance of the Alley Door Artwork, the same exhibits any structural or cosmetic defect or flaw, Artist will repair the same or replace any defective component of the Alley Door Artwork at no cost to CID. All such repairs or cures to defects shall be consistent with professional conservation standards.

5. **FINAL ACCEPTANCE AND TITLE**

- a. Upon the Alley Door Artwork being installed and completed to Artist's satisfaction, CID shall inspect the same and present the Artist with a detailed listing of any observed flaws. When CID is satisfied with the Alley Door Artwork, CID shall notify Artist of its final acceptance of the same.
- b. Upon final acceptance, title to the Alley Door Artwork shall pass to CID. Thereafter, CID shall retain all written documentation regarding the Alley Door Artwork and shall have the right to a copy of all drawings, sketches and designs of the Alley Door Artwork for maintenance and historical documentation purposes only.

6. **PAYMENT**

- a. CID agrees to pay Artist a commission in the sum of one thousand five hundred dollars (\$1500.00) for the completion of the Alley Door Artwork and all rights granted herein. The Artist may request an allowance for materials of up to five hundred dollars (\$500.00), which shall be considered in the sole judgment of the project manager selected by the CID. If said project manager determines in the project manager's sole discretion that the requested allowance is reasonably necessary for the Artist to complete the Alley Door Artwork, the project manager shall approve of such allowance, but only up to five hundred dollars (\$500.00). The total budget for Alley Door Artwork shall not exceed two thousand dollars (\$2000.00). The commission shall be full compensation for the work, all rights granted, services rendered, travel and all supplies, materials and equipment used by Artist to design, execute, fabricate and install the Alley Door Artwork. The commission and any approved allowance for materials shall be paid to Artist within thirty (30) days following the final acceptance of the Alley Door Artwork by the CID.

7. **COPYRIGHT**

- a. Artist agrees that CID owns the original Alley Door Artwork substantially as described in the design concept attached hereto as Exhibit A. Artist agrees that the Alley Door Artwork shall be a unique example of Artist's work and Artist shall not anywhere else produce such work in an alley door layout format, without the express written consent of CID. Artist can make copies, including those for sale, of the Alley Door Artwork provided CID is

credited with commissioning the original work.

- b. Artist grants CID an irrevocable license to make two-dimensional reproductions of the work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media, publicity and catalogues.

**8. INSURANCE AND INDEMNIFICATION**

- a. Artist shall take out and maintain during the life of this Agreement such comprehensive general liability insurance as shall protect Artist and CID, its employees and any officers, agents, and subcontractors performing work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by Artist, CID, its employees, officers or agents, or by any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$500,000 combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- b. The Artist shall furnish CID with certificates of insurance which name CID as additional insured in an amount as required above and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as CID has made final acceptance of the work.
- c. Artist shall at all times hereafter defend, indemnify and hold harmless CID, its officers, agents, employees, against any and all claims, costs, losses and liabilities of any kind, caused by acts or omissions of Artist, its employees or agents, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Any sums due Artist under this Agreement may be retained by CID until any claim made against CID subject to this section has been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CID.
- d. The parties agree that obligations under sections 4, 5, and 8 shall survive the completion or termination of this Agreement.

**9. NO ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

**10. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for all litigation arising out of, or relating to this

Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

**11. TERMINATION**

With ten (10) days notice to Artist, CID may terminate this Agreement.

**12. NOTICES**

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CID:

Downtown CID of Columbia  
The District, Downtown CID  
11 South 10<sup>th</sup> Street  
Columbia, MO 65201

If to Artist:

TBA

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

**13. NO WAIVER OF IMMUNITIES**

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**14. AMENDMENT**

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

**15. GENERAL LAWS**

Artist shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

**16. CONTRACT DOCUMENTS**

This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Approved Design Concept

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

**17. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between Artist and CID relative to the Commission herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Artist's services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the day and the year of the last signatory noted below.

**The District, Downtown CID**

By: \_\_\_\_\_  
Kenny Greene, CID Board Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nickie Davis, Executive Director, CID

**ARTIST**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Premises Representative Consent**

I, \_\_\_\_\_, hereby consent and agree to the above-described Alley Door Artwork being installed on the Alley Door pursuant to the terms of this Agreement. I hereby grant an irrevocable license to the CID and Artist to install the Alley Door Artwork and for the Alley Door Artwork to remain on the Alley Door for no less than five years. I will not intentionally destroy, damage, alter, modify, or change the Alley Door Artwork in any way whatsoever. I hereby declare that I am authorized to complete this Premises Representative Consent and acknowledge that the CID is authorized to perform all functions under this Agreement and that the Artist has the legal right to cause the Alley Door Artwork to occupy the Alley Door. I agree to permit the Artist access to the premises for the purpose of installing and repairing the Alley Door Artwork and to the CID for the purposes related to installing, inspecting, repairing, and removing the Alley Door Artwork. I acknowledge the ownership of the Alley Door Artwork shall remain as described in the Agreement and that I shall not obtain any ownership rights to the Alley Door Artwork.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date