

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of February, 20xx

BETWEEN:

Your Name/Business
(The "Artist")

- AND -

Client Name and Business address
(The "Client").

Primary Terms and Conditions

1. Description of the work:

Artist will design and install and mural on the (Address)

2. Obligations of the Artist and Client:

- a) Artist shall create a design based on XXX to be approved by the Client.
- b). Artist will supply client with all proof of General Liability Insurance and necessary certificates required for operating aerial equipment
- c) Client will provide the artist with the following resources on, or before, the day of installation:
 - 1 Articulating Boom lift or comparable equipment to access all areas of the wall so that the artist can perform a comfortable installation process
 2. Articulating boom lift should have a functioning outlet that can provide power to a corded sprayer
 3. Overnight storage area for paint and supplies.
 4. Small amounts (1Quart) of touchup paint colors of the surrounding areas of the installation site so in the case of overspray, repairs can be made.
- e) Client shall secure any building permits necessary for the lawful creation and execution of the work.

3. Design Revisions:

Client will receive one round of revisions before the final design is delivered by the artist.

4. Design Revision:

Design mock-ups are loose renderings of the desired execution so small changes in color, size and composition is to be expected during the installation of the mural.

5. Start and completion dates:

The start date shall be determined after job site and wall can be safely prepared for the mural installation. Artist shall work to complete the installation before XXX date but will not be held responsible if reasonable obstacles arise.

6. Additional artwork compensation:

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

7. Fees and schedule of Payment:

Price of artwork: \$X,XXX

Upon execution of this agreement, client shall pay to the artist:

- a) 25% non refundable deposit due upon verbal and or signed agreement
- b) 75% due on day of completion

8. Copyrights and Exploitation of the Work:

Notwithstanding the assignment of any advertising/promotion rights to the client, the artist shall retain all copyrights of the artwork. The artist shall be entitled to reasonable advance notice of any publicity or photographic reproduction of the work. As well as, be entitled to customary and appropriate identification as the creator of the work.

9. Maintenance of the Work:

Client shall notify the artist promptly in the event of the need for any maintenance or restoration services so that the artist may have a reasonable opportunity to perform such work herself or to supervise or consult in its performance. Artist shall be reasonably compensated by the client for future maintenance and/or restoration services rendered. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the client, who shall take reasonable precautions to protect it against damage or destruction by external forces. (In the event of possible alteration or destruction of the work due to proposed renovation or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork by removing it whole, at her own expense).

10. Warranty:

The artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

11. Title of Ownership:

Title of ownership in the artwork shall pass from the artist to the client upon the completion of the artwork.

12. Death and disability:

In the event of an incapacitation, illness, or injury of the artist and a delay arising there from in the execution of the work, the artist shall notify the client of such delay. In the event of the artist death, his estate shall retain any payments made therein.

13. Other delay:

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

The laws of the state of XXX shall govern construction of this agreement.

XXX (Artist)

_____ Title: Artist Date: _____

XXX (Client)

_____ Title: _____ Date: _____