

Art on Auburn 2

Artist Agreement

This Art Agreement ("Agreement") is made as of April _____, 2026, between and **the City of Rochester Hills** ("Rochester Hills") and Karen Childs Elder (the "Artist") with an address at 407 Pine Street, Rochester, Michigan 48307. Artist is submitting an original work of art (the "Artwork") to be made into an art installation to be displayed at 1505 E Auburn Rd, Rochester Hills, MI 48307 (the "Site").

1. Fee. Artist shall be entitled to a fee of **\$2,000** for the Artwork, payable within forty-five (45) days upon receipt of the high-resolution image of the Artwork. Artist hereby acknowledges and understands that if any errors or legal issues are at any point discovered in the Artwork (including but not limited to erroneous cultural references, typos, misspellings, geographic mistakes, living or dead persons, copyrights, trademarks, or sports teams), then Artist shall be liable for all costs associated with the correction, removal and/or replacement of the Mural at the Site, and may be required to forfeit their Fee entirely.
2. Usage Rights. Artist shall retain all copyright ownership in the Artwork, subject to the licenses granted herein. Artist who has submitted Artwork to the Rochester Hills for this art submission and has any of their submitted Artwork chosen for participation in the art exhibition, agrees to the following: That Rochester Hills be granted a license in perpetuity to display, distribute and reproduce the Artwork in marketing and promotional uses. In addition, Rochester Hills is granted licenses in perpetuity for any future promotional art and in press releases, event presentations, articles, graphics, slide shows, presentations, event materials and for use on websites and social media pages. This section does not limit the rights in and to the Artwork granted to Rochester Hills elsewhere in this Agreement or other agreements.
3. Installation. The Artwork shall be printed in a size determined by Rochester Hills and installed at the Site by third party personnel. All installation costs, including tools, materials (image display & preservation) and travel expenses of Rochester Hills and its assigns, contractors and employees shall be the responsibility of Rochester Hills and its assignees. Artist shall be credited on or adjacent to the Artwork as the Artist.
4. Archival Usage. Artist further grants Rochester Hills and their assignees or licensees a perpetual license to maintain an archive of the chosen Artwork image for the purpose of a historical documentation and as a record of past themed art exhibitions. Rochester Hills and their assignees or licensees will credit Artist as the creator of the Artwork by name.
5. License. Rochester Hills shall own title to the final printed copy of the Artwork. The Artist grants to Rochester Hills an irrevocable, perpetual, transferable, sublicensable, exclusive, royalty-free license to make and distribute photographs or other copies and reproductions of the Artwork, publicly display the Artwork, and alter the Artwork all without further consent or notice to the Artist. The Artwork or parts of it may be included in, without limitation, advertising, brochures, and media publications for the benefit of Rochester Hills and the Site. Artist hereby waives any and all rights pursuant to the Visual Artists Rights Act, or similar state law, and nothing in this Agreement shall prohibit Rochester Hills or their assigns or licensees from removing the Artwork, relocating the

Artwork, or altering or destroying the Artwork, and no compensation shall be due to the Artist in the event of such removal, relocation, alteration or destruction. Rochester Hills reserves the right, in their sole discretion, to edit the Artwork, supplement or co-mingle the Artwork with trade names, trademarks, and service marks of Rochester Hills, and with content provided by Rochester Hills or by third parties. Artist shall, upon request by Rochester Hills, execute any further documents or agreements to effectuate the rights granted herein and the purposes of this Agreement. Rochester Hills shall not reproduce the Artwork on merchandise to be sold, unless there is another agreement between Artist and Rochester Hills that expressly sets out the parameters of such use of the Artwork.

6. Miscellaneous

- a. Nothing in this Agreement shall create, or be deemed to create, an employment relationship, partnership or joint venture between the Artist and Rochester Hills. Except as expressly provided herein, the terms of this Agreement shall not be construed as giving rise to the relationship of principal and agent or to any authority by Artist to represent or act on Rochester Hills' behalf.
- b. This Agreement constitutes the entire agreement between Artist and Rochester Hills in relation to the submission and use of the Artwork. This Agreement supersedes all prior or contemporaneous understandings, negotiations, or discussions, whether written or oral.
- c. Each party shall bear its own expenses in connection with this Agreement.
- d. By signing below, Artist is agreeing to the terms of this Agreement.
- e. This Agreement shall be governed by the laws of the State of Michigan.

ARTIST:

Signature: _____

Name (Printed): _____

Date: _____

ROCHESTER HILLS:

Signature: _____

Name + Title (Printed): _____

Date: _____