* **This template provides guidelines for an agreement between a property owner, artist and if applicable a community group that may be commissioning a mural.**
* **Insert and delete information as required.**
* **Please note this template is NOT a legal document and does not constitute legal advice, It is designed to provide guidance only on points to include in a mural artwork commissioning agreement.**

**Mural art project commissioning agreement template**

* This template provides guidelines for an agreement between a property owner, artist and the party commissioning the mural. The Commissioner may be the building owner, tenant, or a community group
* Insert and delete information as required.

**MURAL ART PROJECT – (insert property address)**

**AGREEMENT BETWEEN: PROPERTY OWNER / COMMISSIONER / ARTIST**

This is an agreement between:

**Property Owner Name:**

**Email:**

**Phone:**

**Business Owner Name:**

**Email:**

**Phone:**

**Strata Manager:**

**Email:**

**Phone:**

**Artist name:**

**Email:**

**Phone:**

**Commissioner/ Community group / name of member representing the group:**

**Email:**

**Phone:**

**In regard to this project, you as the property owner / business owner agree to:**

1. Allow to have a mural painted on the (insert wall description and address).
2. Contact the artist / community group prior to any changes being made to the site that may compromise the artwork.
3. Retain the artwork for (insert number) years.The materials chosen by the artist will be of a suitable quality to withstand external weather conditions for that period of time. If at any point prior to this time the property or business owner wishes to remove the artwork I agree to inform the artist / community group prior to removal.
4. Contact the artist in the event that the work is damaged maliciously or accidentally but in a serious manner, to discuss the possibility of repair at the expense of the property owner / business owner or the removal of the work if there is no option for repair.

**In regards to this project the Commissioner agrees to:**

1. Engage an artist to develop a concept for the artwork in response to the expression of interest;
2. Present the proposed concepts to the building owner / business owner for comment prior to application of the artwork;
3. Fund and manage the design and installation of the mural.
4. Ensure the artist/s have public liability insurance. The community group, property owner or their managing agents will not be held responsible for any accidents that happen on the site;
5. Ensure the work is carried out at a time that does not inconvenience the property owner, businesses or tenants.
6. Arrange for the preparation of the surface to a standard ready for painting;
7. Coordinate the documentation of the mural process eg. video footage, photographs etc.
8. Copyright of the artwork(s) and all drawings and designs created in the course of the project remain the property of the artist/s. In the event of the property owner / business owner / community group wishing to reproduce the artwork(s) in such a way that income would be generated, permission must be obtained from the artist.
9. Contact the artist in the event that the work is damaged maliciously or accidentally but in a serious manner, to discuss the possibility of repair at the expense of the property owner / community group or the removal of the work if there is no option for repair.
10. It is important to note the artworks commissioned are considered temporary in nature, acknowledging that this mural has an intended lifespan mentioned at point 3. It will be at the sole and absolute discretion of the property owner to remove (*paint-out*) the artwork if deemed necessary (due to degradation, vandalism or disrepair) and return the wall to a reasonable condition;

**In regards to this project the artist agrees:**

1. The Artist will supply a concept design for approval and once the concept is approved, will install the mural artwork according to this design. Any significant changes to the design including the theme, colours, the addition of text or other any elements must be discussed prior to installation with the property owner / business owner / community group.
2. The artist will be required to have Public Liability insurance for the value of $20 million. The property owner / business owner / community group will not be held responsible for any accidents that happen on the site.
3. The work must be carried out at agreed times, the artist is required to discuss an installation schedule with the property owner / business owner / community group and advise of any changes to the schedule.
4. Copyright of the artwork and all drawings and designs created in the course of the project remain the property of the artist.
5. The expectation is that the artwork may have a lifespan of (insert number of years) years and the materials chosen by the artist should be of a suitable quality to withstand external weather conditions for that period of time.
6. If damage occurs to the work within the 12 months after installation, and is deemed to be the result of poorly chosen or applied materials, it is the artist’s responsibility to repair and restore the artwork within a reasonable time frame and at the artists cost.
7. In the event that the work is damaged maliciously or accidentally but in a serious manner, the property owner / business owner / community group will contact the artist to discuss the possibility of repair the work at the expense of the City of Melville or the removal of the work if it is beyond repair.
8. It is important to note that the artworks commissioned are considered temporary in nature and the property owner / business owner retains the right to remove the work if it is deemed that repair to the work is financially prohibitive or impossible.

**POSSIBLE PAYMENT SCHEDULE**

|  |  |
| --- | --- |
| **STAGE** | **PAYMENT** |
| Signing of agreement and concept development | 20% of budget |
| Artwork concept approval | 40% of budget |
| Completion of mural artwork installation | 40% of budget |
| **Total budget** | **$0** |

**Property Owner**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Business Owner (If different from the building owner)**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Strata Manager: (If applicable)**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Artist**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Commissioner**

**Organisation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of member representing the group: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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