

## **Non-Exclusive License for City to Use Artwork**

WHEREAS, the ARTIST has produced a work of art (the “ARTWORK”) in the form of \_\_\_\_\_ named \_\_\_\_\_; and

WHEREAS, the ARTIST desires to allow the CITY to use the ARTWORK for the CITY’s Painted Utility Box Program;

THEREFORE, the ARTIST grants this non-exclusive license to the City (the “LICENSE”).

In consideration for the publicity and recognition provided by the City’s display of the ARTWORK, the ARTIST conveys the following license to the CITY:

### **1. Circumstances surrounding grant of LICENSE.**

The CITY operates a program of battling graffiti using artwork, and has solicited artists generally to submit artwork for use throughout the City to combat graffiti. This includes wraps around utility boxes, murals on public structures, or any other use designed to combat graffiti in public or private places.

In response to this general inquiry, the ARTIST has voluntarily submitted his/her artwork to the CITY for consideration, and the CITY has selected the ARTWORK for use in the program. The CITY has not promised any additional compensation or royalties for the continued use of the ARTWORK, and the ARTIST specifically disclaims any right to additional compensation.

### **2. ARTIST’s rights to the ARTWORK.**

The ARTIST represents that he/she is the copyright owner of the ARTWORK (copies of which are attached as Exhibit A), and retains all of the rights associated with ownership, including the authority to license the use of the ARTWORK. In the event that it is legally determined that the ARTIST is not the copyright owner of the ARTWORK, the ARTIST shall reimburse the CITY for any costs incurred by the CITY in defending itself against the actual copyright owner, including attorney fees.

### **3. Term of license.**

This LICENSE is perpetual (lasts forever) and may not be terminated by the ARTIST.

### **4. Ownership of the ARTWORK.**

The ARTWORK shall become the property of the CITY, without restriction on further use, except as provided below. The ARTIST retains copyright and other intellectual property rights in and to the ARTWORK, and shall retain the right to reproduce, modify, print, enter into other non-exclusive licenses or sell the ARTWORK or copyrights in the ARTWORK. However, in any action to enforce these copyright or intellectual property rights against a person not a party to this LICENSE, the CITY shall not be required to participate or intervene in the action, but may do so at its discretion.

### **5. Uses authorized by license.**

The ARTIST grants the CITY license to display, graphically depict, destroy, remove, move, replace, operate, maintain, transport, sell or transfer, in whole or in part, or modify through cropping, fading, or partially obscuring by text the ARTWORK when the CITY deems it necessary within its discretion, for any non-commercial purpose whatsoever, in order to

otherwise exercise the CITY's powers and responsibility in regard to public works and improvements, in furtherance of the CITY's operations, or for any other reason.

The ARTIST further grants the CITY authority to reproduce, print, copy, edit and distribute the ARTWORK for not-for-profit display, marketing and promotional purposes by any method that the CITY, in its discretion, deems appropriate, including both electronic and physical reproduction and distribution (without geographical limitation) and also gives permission for the CITY to display the ARTWORK on the CITY's website. The ARTIST authorizes the CITY to reproduce an unlimited number of the ARTWORK for these purposes without the payment of any royalties.

Any graphic depiction, reproduction, or display of the ARTWORK intended to promote or benefit the CITY or its public purposes, regardless of whether or not a fee is charged to the public, or whether revenue is otherwise received by the CITY, shall be deemed a non-commercial purpose.

The ARTIST recognizes that if selected, his/her artwork will be displayed in a public place, and therefore may be vandalized by members of the public. The ARTIST disclaims any right to compel the CITY to remove the vandalism on the ARTWORK, or the ARTWORK itself.

**6. ARTIST acknowledgement.**

ARTIST hereby acknowledges the rights of integrity and attribution conferred by Section 106A (a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by federal, state or international laws, and of his/her own free will hereby waives such rights with respect to the CITY usage or use of the ARTWORK including but not limited to the right to maintain, remove, modify as described above, or destroy the ARTWORK.

**7. Non-Transferability.**

The CITY may not sell, lease or otherwise transfer this license to any other person.

**8. Governing law.**

This LICENSE shall be governed by the laws of the state of Utah.

**9. Entire document.**

This LICENSE constitutes the entire agreement between the parties with respect to the ARTWORK, and the LICENSE shall not be modified, amended, altered, or changed except by written consent of both parties. Any provision of this LICENSE found to be prohibited by law shall be ineffective to the extent of that prohibition without invalidating the remainder of the LICENSE.

GRANTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Print Name