

ARTWORK AGREEMENT
(WAIVER AND RELEASE OF ARTIST'S RIGHTS)

THIS ARTWORK AGREEMENT (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), between LOS ANGELES UNIFIED SCHOOL DISTRICT (the "**District**") and [insert name of the artist] (the "**Artist**"), with reference to the following facts:

- A. The District has engaged the Artist to create certain artwork (the "**Artwork**") to beautify the District's school property, located at [insert address], (the "**School**").
- B. The District and the Artist [or insert third party] have entered into a separate agreement outlining the scope of work, project schedule, compensation, and access to the School.
- C. The District and the Artist wish to further define each party's rights and obligations pertaining to the creation, ownership and use of the Artwork itself.
- D. The District and the Artist intend for the Artist to waive and release all of its rights to the Artwork as set forth herein and to allow the District to modify, alter or remove the Artwork at any time and without any notice or compensation.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

1. Artist's Services. The Artist shall design, create and complete (collectively, the "**Services**") the Artwork, which is described in Section 2, on District's building (or other property) located at the School. In performing the Services, the Artist shall meet, collaborate, and coordinate closely with the District's designated representatives, and all such Services shall be undertaken in manner and timing acceptable to the District.

2. Description of the Artwork. The Artwork shall consist of the following:

3. Use of the Artwork. The Artwork's exclusive use shall be the beautification of the educational facility located at the School, for the sole benefit of the District.

4. Risk of Loss. Except as set forth herein, the Artist shall bear the risk of loss or damage to the Artwork until the District has accepted Completion (as defined below) of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage before Completion.

5. Completion. Upon completion of the Artwork, the Artist shall notify the District in writing that the Artist has completed the Artwork. Upon the District acknowledging such completion, the Artwork shall be deemed completed and such date shall be deemed the "**Completion.**" 4838-3481-2808.v1

6. Artist's Representations and Warranties. The Artist represents and warrants to the District that:

- (a) The Artwork is an original, unique work and is solely the result of the artistic effort of the Artist. No other party has contributed to the creation of the Artwork.
- (b) The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- (c) The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- (d) The Artwork is free and clear of any liens from any source whatsoever.
- (e) The Artwork does not infringe upon or violate the rights of any third party.
- (f) The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- (g) All Services performed hereunder shall be performed in accordance with all applicable laws and with all necessary care, skill, and diligence.

7. Applicable Law and Permits. The Artist shall comply with all applicable laws, codes, rules and regulations. The Artist shall obtain all necessary permits, at Artist's sole cost and expense. The Artist shall provide copies of all permits and related matters to the District upon procurement thereof.

8. Ownership and Intellectual Property Rights.

- (a) Title to the Artwork shall pass to the District upon the Completion. From that point forward, ownership and possession of the Artwork shall run with the land.
- (b) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.
- (c) The District is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.
- (d) The Artist grants to the District an irrevocable, royalty-free license of unlimited duration to make two-dimensional reproductions of the Artwork for maintenance, marketing, operational, informational and/or educational purposes, including, but not limited to, reproductions used in brochures, media publicity, website and exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.
- (e) The District shall have the exclusive rights of public display, ownership and possession of the Artwork.

9. Artist's Rights.

- (a) If any alteration or damage to the Artwork occurs, the Artist shall have, as its sole and exclusive remedy, the right to disclaim authorship of the Artwork. Upon written request, with good cause shown regarding such alteration or damage, the District shall remove from the Artwork, any identification plaques, and all attributive references to the Artist at the District's own expense within one hundred eighty (180) days following receipt of the written request. No provision of this Agreement shall obligate the District to alter or remove any such attributive reference printed or published prior to the District's receipt of such written request.
- (b) The above-described work may be a "work of visual art", subject to the federal Visual Artists Rights Act of 1990 ("VARA"). This Agreement is intended to modify and replace the Artist's moral rights as set out in VARA, and any similar rights arising under United States federal or state law (including but not limited to California's Art Preservation Act) or under the laws of another country that convey rights of the same nature as those conveyed under VARA, to the extent that any portion of this Agreement is in direct conflict with those rights.
- (c) The Artist recognizes that the School is an operating educational facility, and the operation of the School in the future for educational purposes, and or for the benefit and safety of students, may require future alteration or removal of the Artwork.

10. District's Unconditional Rights of Alteration and Removal. The Artist acknowledges and agrees that the District has the absolute right, at any time, without notice and without compensation to Artist, to change, destroy, remove, relocate, move, replace, transport, repair, restore or otherwise alter the Artwork, in whole or in part, in the District's sole and absolute discretion. In accordance with 17 U.S.C. §§ 106A(e)(1) & 113(d)(1), as well as any other law that conveys rights of the same nature as those conveyed under VARA, the Artist hereby waives the moral right of integrity in the Artwork. The District shall have no obligation to pursue claims against third parties for any modifications or damage to the Artwork at any time or under any circumstances.

11. Artist as an Independent Contractor. The Artist agrees to perform all Services and to provide all Artwork under this Agreement as an independent contractor and not as an agent, employee, partner or joint venturer of the District. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the District with the power to bind in any manner. The District has no obligation to and shall not withhold any federal or state taxes from payments to Artist hereunder or provide any worker's compensation, unemployment insurance, medical insurance, or similar employee benefits with respect to Artist. Artist shall be solely responsible for the any persons assisting Artist with the creation of the Artwork and obtain all licenses and rights and take such other action necessary for Artist to comply with her obligations and accuracy of her representations and warranties hereunder.

12. Assignment. The Artwork and the Services required of the Artist are personal and shall not be assigned, sublet or transferred by the Artist. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect, unless prior written consent is given by the District. The District shall have the right to freely assign or transfer any and all the District's rights and obligations under this Agreement. The rights of the District under this Agreement shall run with the land and inure to the benefit of any and all owners of the School.

13. Notices. Any notices required under this Agreement shall be in writing and shall be delivered personally, by email, by registered or certified mail, postage prepaid, return receipt requested, or by private overnight courier to the addresses stated below, or to any other address as may be later noticed by a party.

If to the Artist: _____

Attention: _____
Email: _____

If to the District _____

Attention: _____
Email: _____

With a copy to: Pillsbury Winthrop Shaw Pittman LLP
725 S. Figueroa Street Suite 2800
Los Angeles, CA 90017
Attention: James M. Rishwain, Jr.
Email: jrishwain@pillsburylaw.com

14. Amendments and Waiver. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

15. Choice of Law. This Agreement shall be governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties are unable or unwilling to resolve by negotiation, shall be settled by litigation in the state or federal courts located in the County of Los Angeles, California.

16. Insurance. The Artist shall obtain and maintain throughout the performance of the Services any and all commercially reasonable insurance customary carried in these circumstance as well as any insurance reasonably requested by the District.

17. Indemnification. The Artist hereby agrees to protect, defend, indemnify and hold harmless the District, the District's officers, directors, affiliates, shareholders and employees, from and against any and all liabilities, losses, damages and expenses (including legal expenses) of any kind or character arising from claims asserted and legal proceedings instituted by a third party in respect of Artist's breach of any representations, warranties or obligations by Artist under this Agreement.

18. Miscellaneous. Time is of the essence regarding the terms and provisions of this Agreement. No oral agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained herein. If any provision or portion of this Agreement, or the application thereof to any person or circumstance, shall be held to be in conflict with any applicable law, invalid, void or unenforceable, that portion

of this Agreement will be enforced to the maximum extent permissible so as to effectuate the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

ARTIST:

By: -----
Name: -----
Title -----

DISTRICT:

**Los Angeles Unified School
District**

By: -----
Name: -----
Title: -----