

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

AGREEMENT

This agreement between the City of Beaumont, a municipal corporation, herein called "City", and _____, an individual local artist, herein called "Artist", is as follows:

WITNESSETH:

WHEREAS, the City desires to encourage, promote and enhance the arts in Beaumont; and,

WHEREAS, the City desires to support projects that directly enhance the visual art scape of the community; and

WHEREAS, an artist has approached the City with a project to paint graphic art on various traffic control boxes throughout the city; and

WHEREAS, the City believes the project would be a proper cultural artistic enhancement worthy of consideration to promote the best interest of the citizens of Beaumont.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, the City and Artist do hereby covenant and agree as follows:

1. It is agreed that the Artist will paint creative artistic renderings or murals on traffic control boxes in the City of Beaumont as selected by the city. The primer to be used is to be oil based paint. The paint for the artwork is to be applied over the primer and does not have to be oil based. The areas marked "DO NOT PAINT", as shown on attached Exhibit "A", are not to be painted over as that will be detrimental to the operation of the box.

2. The Artist is painting their assigned traffic control box in the city.

3. The City Manager or his designee, on behalf of the City of Beaumont, shall approve the locations of the traffic boxes prior to painting as well as the artistry to be installed in order to assure that the renderings promote Beaumont in a positive manner.

4. In compensation for the work to be performed, the Artist, is to receive One Hundred Dollars (\$100.00) per completed painted traffic box. This compensation is for labor and materials used for the project.

5. The Artist is an independent contractor and is not an officer, agent or employee of the City.

6. The Artist shall submit quarterly reports to the City reflecting the activities of the Artist as they relate to this contract. The Artist shall submit such reports commencing from the effective date of this Agreement.

7. The Artist shall strive to complete the work within one (1) year. If there is no work done within a six-month period, the City reserves the right to terminate the agreement and reassign the traffic box.

8. The City Manager or his designated representative shall, upon reasonable notice, have the right to contact the Artist when necessary as it may relate to the purposes of this Agreement.

9. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination ten (10) days in advance.

10. Upon damage, destruction or end of life, the City of Beaumont will scrap the traffic box and replace it with a new box per City of Beaumont purchasing guidelines. Old traffic boxes cannot be given or sold to artist at end of life.

11. The Artist agrees to indemnify, save harmless, and defend the City of Beaumont from any and all claims, causes of action and damages of every kind arising from the operations of the Artist, its officers, agents and employees, including the officers, agents, and employees involved in the painting of murals project and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement.

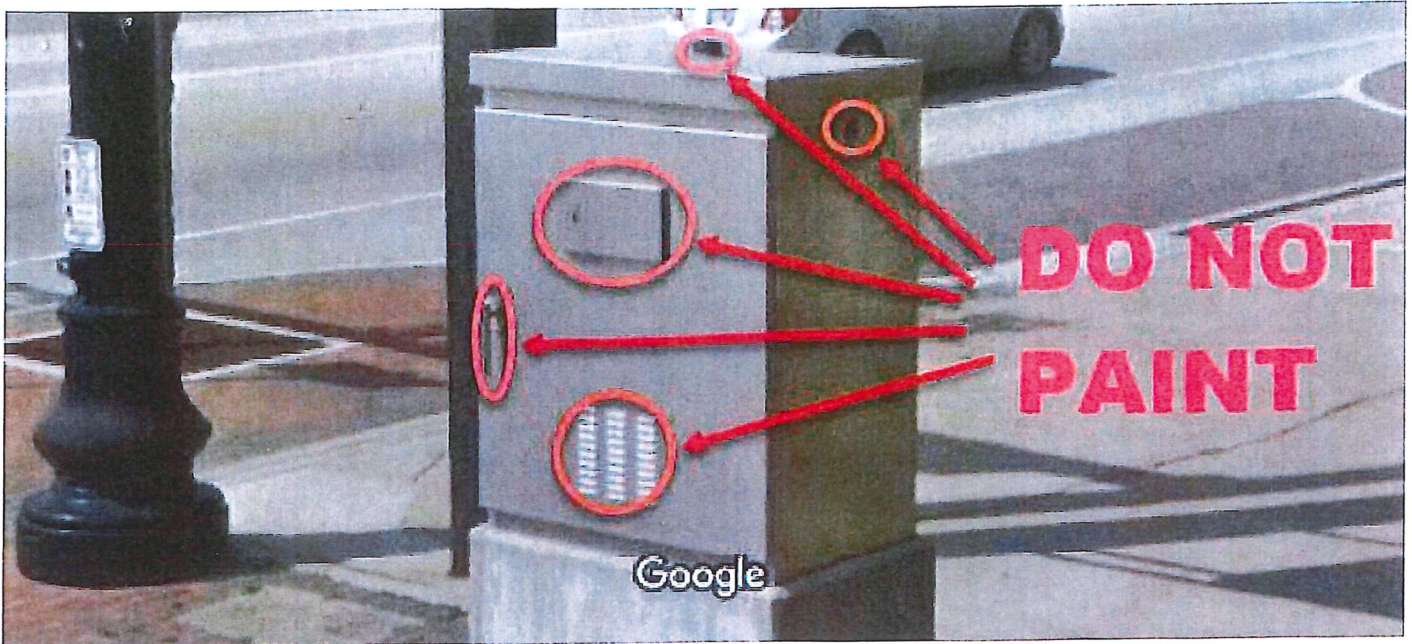
EXECUTED this the _____ day of _____, 20_____.

CITY OF BEAUMONT

Kenneth R. Williams
City Manager

Artist Signature

Printed Name: _____



The areas circled in red need to remain unpainted.

EXHIBIT "A"