

A Mural Contract

This contract is between _____ (Artist) and _____ (Client).

Agreement made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the “I/C”), located at _____, and _____ (hereinafter referred to as the “Client”), located at _____ (city and state, country), for the commissioning of a mural (hereinafter referred to as the “Work”).

Project Description

The “I/C” will create a _____ foot mural to be installed at _____. Final placement for the mural will be determined by the “Client” and will notify I/C.

All supplies and costs are included in “I/C’s” budget.

Budget

Item	Cost
<i>Design Time</i>	\$ /hour
<i>Extra Revisions</i>	\$ /hour
<i>Wall Prep Work</i>	\$ /hour
<i>Mural Work</i>	\$ /sq ft
<i>Travel</i>	\$ /hour
<i>Supplies</i>	\$
<i>Equipment (Scissor or Boom Lift/Scaffolding)</i>	\$ /day
<i>Contingency</i>	\$
<i>Extra: Licensing</i>	If applicable

Services

The “Client” has hired the “I/C” to design, create, and install a mural to be installed at _____ (city and state). The design process will involve a consultation period with the “Client” through the beginning stages of conceptualization until a design has been agreed upon. The “Client” will sign off on the mural design before the mural work begins. The “I/C” will be responsible for executing the mural onsite. The “I/C” is for all purposes an independent contractor in relationship to the “Client”. The artist is not an employee.

Timeline

The “I/C” will develop a timeline from conception through completion. It is important to be transparent and honest in the creative process with the “Client”. This timeline may be modified due to unforeseen circumstances such as weather, equipment repair, or sickness. The “I/C” will notify the “Client” of any changes to the timeline and installation date when the “I/C” becomes aware of the change to the timeline.

Payment Schedule

The “Client” will pay the “I/C” as follows:

- 50% at the signing of this contract.
- The remaining balance is to be paid when the mural is completed and installed.

Anything beyond the scope of the contract will incur extra “I/C” fees. See the *Budget* above.

Insurance

The “I/C” will obtain liability insurance while working onsite on the “Client’s” property.

Modification Procedures

The mural cannot be altered or manipulated for “Client’s” commercial and financial gain without the written notification and written consent of the “I/C”. The mural cannot be altered or destroyed in any way without obtaining the written consent of the “I/C”. By doing so, the integrity and reputation of the “I/C” and mural will be violated resulting in a cease-and-desist letter or legal actions.

Permits

The “Client” is responsible for obtaining the required permits and approvals. The “Client” will notify the “I/C” when all permits and approvals are received.

Media

The “Client” will credit and acknowledge the “I/C” in any promotional and informational pieces that depict the mural regardless of format or medium for example TV media, social media, publications, podcasts, promotional materials, and press releases.

Creative Common License

The “I/C” is the owner of the mural.

The “I/C” has assigned the following Creative Commons license for the mural and design work.

CC BY-NC

This license enables reusers to distribute, remix, adapt, and build upon the material in any medium or format for noncommercial purposes only, and only so long as attribution is given to the creator. CC BY-NC includes the following elements:

- BY: credit must be given to the creator.
- NC: Only noncommercial uses of the work are permitted.

Ownership Right and Reproduction

Both parties acknowledge that due to the location of the mural in a public space, the mural can and will be photographed by the public. It is understood and agreed that the mural and design work is being designed by the “I/C” for _____. The “I/C” shall be deemed to be the sole and exclusive owner of all intellectual rights including all copyright and proprietary rights relating thereto. All design work and installation generated in connection therewith is and shall be considered as “Work”. “I/C” retains the copyright of the mural and design work unless the “I/C” waives intellectual rights or a mutually agreed upon resolution is made between the “I/C” and the “Client”.

Amendments

This contract can only be amended or modified in writing and signed by the parties involved.

Choice of Law

This contract shall be governed by and construed under the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in _____ (city, state). All parties to this contract hereby subject themselves to the jurisdiction of the circuit court for _____.

Termination

Either party may terminate this contract within a 10-day written notice to the other party. Any labor and/or expenses incurred before termination will be billed as stated in the Budget above and will be due in full immediately upon termination.

In witness whereof, the parties hereto have made and executed this contract as of the day and year written above.

By: _____ Date: _____

“I/C” Signature

By: _____ Date: _____

“Client” Signature