Mural Contract

This **Mural Agreement** (“***Agreement***”) is made and entered into as of _____ (“***Effective Date***”), by and between the following parties;

Property Owner

_____ _____
_____ _____
_____ _____ _____ _____
_____ _____

Artist

_____ _____
_____ _____
_____ _____ _____ _____
_____ _____

The Property Owner engages the Artist to design, create, and install a mural on the Property located at _____ _____ _____ _____ _____ _____ (“***Premises***”). The mural (“***Mural***”) shall be completed in accordance with the terms set forth herein.

1. Description of Work

The Artist shall create an original mural design to be submitted for the Property Owner’s review and approval prior to commencement. The Mural shall be located on _____ with approximate dimensions of _____. The Artist shall use professional-grade paints and materials suitable for wall application, weather resistance, and durability.

2. Compensation

The Property Owner shall pay the Artist a total fee of _____ payable as half upon execution of this Agreement and half upon approval of design. The fee includes all materials, supplies, and labor unless otherwise specified in writing. Additional costs (e.g., scaffolding, permits, equipment rental) shall be agreed upon in advance and reimbursed by the Property Owner.

3. Timeline

The Artist shall commence work on or about _____ and complete the Mural by _____, subject to delays caused by weather, supply shortages, or unforeseen circumstances.

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4. Responsibilities of the Parties

Artist is responsible for creating original artwork, free from infringement of third-party rights and perform the work in a professional manner. The Artist shall use durable and safe materials and obtain necessary insurance for Artist's assistants and subcontractors, if any.

Property Owner is responsible for providing access to the Premises during agreed working hours and ensure the wall surface is structurally sound, clean, and ready for painting. Property Owner shall obtain any necessary permits, unless agreed otherwise and refrain from altering or interfering with the Mural during its creation.

5. Intellectual Property Rights

The Artist retains all copyright and moral rights in the Mural, including but not limited to reproduction rights, unless expressly assigned in writing. Upon full payment, the Artist grants the Property Owner a perpetual, non-exclusive, non-transferable license to display the Mural at the Premises.

The Property Owner may photograph the Mural for personal, promotional, or non-commercial purposes, provided the Artist is credited where reasonably possible. Commercial reproductions (e.g., merchandise, advertising campaigns, licensing) require the Artist's prior written consent and a separate licensing agreement. The Property Owner agrees to maintain the Artist's signature on the Mural and credit the Artist in promotional uses.

If the Property Owner intends to remove, alter, or destroy the Mural, the Artist must be notified at least _____ days in advance and given the opportunity to document or remove the work, at the Artist's expense. The Parties acknowledge the Artist's moral rights under applicable law (including rights of integrity under IP law).

6. Termination

Either Party may terminate this Agreement upon written notice if the other materially breaches its obligations and fails to cure within _____ days of notice. Upon termination, the Artist shall be compensated for all work completed to date.

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7. Safety of the Artist

The Property Owner shall provide the Artist with reasonable access to the Premises in a safe condition, free from known hazards, and shall take reasonable steps to ensure that the area designated for the Mural is secure and structurally sound for the Artist's work.

If the Mural requires the use of ladders, scaffolding, lifts, or other elevated platforms, the Property Owner shall ensure that such equipment is properly installed, complies with applicable safety regulations, and is safe for use.

Both Parties agree that all work shall be carried out in compliance with applicable health and safety laws, building codes, and occupational safety regulations.

The Artist is responsible for obtaining personal health and accident insurance. The Property Owner shall not be held liable for injuries to the Artist arising from risks inherent in the creation of the Mural, except where such injury results directly from the Property Owner's negligence or failure to maintain safe conditions on the Premises.

8. Maintenance and Preservation

The Property Owner acknowledges that the Mural is a unique work of art and agrees to use reasonable care to preserve it in good condition for as long as it remains on the Premises. The Artist shall not be responsible for maintenance or conservation of the Mural after completion.

The Parties agree that the Mural may naturally deteriorate over time due to exposure to weather, sunlight, pollution, and other environmental conditions. The Property Owner shall not be held liable for natural fading or weather-related deterioration, nor shall the Artist be obligated to restore the work without a separate written agreement.

The Parties may, by separate written agreement, arrange for the Artist to conduct periodic inspections, touch-ups, or restorations of the Mural for a fee. Such an arrangement, if any, shall be independent of this Agreement.

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9. Miscellaneous

Independent Contractor. The Artist is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

Entire Agreement. This Agreement, including all exhibits, annexes, and attachments hereto, constitutes the complete and exclusive understanding between the Parties concerning the subject matter herein and supersedes all prior negotiations, oral or written communications, and representations.

Modifications. No amendment, modification, waiver, or release of any provision of this Agreement shall be valid unless it is in writing and signed by both Parties.

Force Majeure. Neither Party shall be liable for delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, labor disputes, pandemics, civil unrest, war, government restrictions, or interruptions of utility services. In such cases, the affected Party shall promptly notify the other and performance shall be excused for the duration of the event.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of _____. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____.

Property Owner

Name _____ _____

Date _____

Signature

_____

Artist

Name _____ _____

Date _____

Signature

_____

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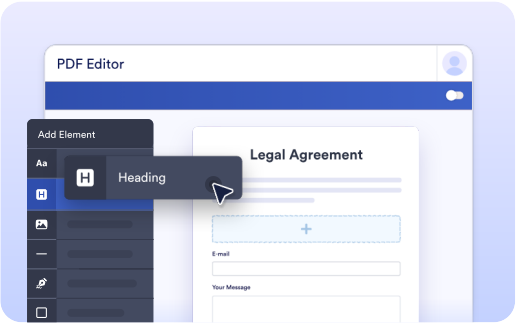
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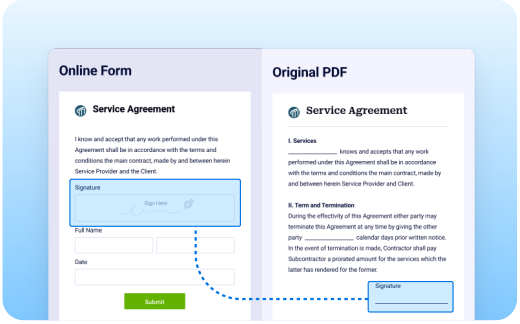
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