



Children's Museum of Wilmington, North Carolina
Mural Artist Agreement

THIS AGREEMENT is made and entered into between Children's Museum of Wilmington, ("CMoW"), a non-profit corporation, located at 116 Orange Street, Wilmington, NC 28401, and _____ ("ARTIST").

WITNESS THAT WHEREAS

CMoW desires to create a mural that will depict aspects of the Atlantic ocean, the Cape Fear River Basin, native plants along with animal/aquatic life, and of course children exploring the underwater world. The mural shall spark imagination, curiosity, and creativity while representing the local Wilmington Community. The mural shall fit the atmosphere of the Museum and its target audience: 0-10 years and their caregivers. This mural will serve as a focal point within the "Port Wing" of the Museum connecting our water-themed exhibits and entrance into the Art Studio providing an interactive experience for all children and families visiting the museum.

WHEREAS the ARTIST assures CMoW that they are fully qualified to complete the services as herein set forth;

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY THE ARTIST

The ARTIST agrees to complete in a satisfactory and proper manner, as determined by CMoW Mural Committee (CMoW Committee) , the following services and to provide the following goods:

A. Provide a concept drawing of the proposed mural as established by the Agreement and through personal contact with CMoW Mural committee or representatives which has provided the ARTIST with written and photographic materials pertinent and sufficient to prepare a concept drawing for the mural.

B. When the concept drawing or sketch has been approved by the CMoW Committee, the ARTIST will prepare a rendering, or final drawing, of the proposed mural, in actual proportion and using actual colors as the mural will be painted. Since under law, the artist retains the copyright to the mural and the mural design, the final rendering remains the property of the ARTIST. CMoW retains complete rights to copy the rendering, and to display, loan, sell, or otherwise use the copies of the rendering on Giclees with no further compensation to the Artist. Should the CMoW require it, the ARTIST will sign up to 30 copies of the rendering. All monies earned from these giclee sales are to be used to further fund the CMoW.

C. ARTIST will install the mural on the two walls in the “Port Wing” of the Museum (“Site”). The mural shall cover the space as rendered in the photos below. This mural will serve as a focal point within the “Port Wing” of the Museum connecting our water-themed exhibits and entrance into the Art Studio providing an interactive experience for all children and families visiting the museum.

D. The mural shall depict a new, colorful, and engaging mural at the CMoW, aimed at sparking imagination, curiosity, and creativity while representing the local Wilmington community and fit the atmosphere of the museum. The mural will depict aspects of the Atlantic ocean, the Cape Fear River Basin, native plants along with animal/aquatic life, and of course children exploring the underwater world.

Refinements of the final mural shall be done at the discretion of the ARTIST, but no substantial or noticeable changes shall be made without prior approval of CMoW. CMoW will ask all submissions to be accompanied by a release form, so ARTIST can be certain that there are no copyright infringements in the use of the photos and individual likeness in the mural.

E. The ARTIST shall provide such paints, brushes, pans, thinners, rags, and other goods and equipment as is necessary to complete said mural.

F. The ARTIST shall be, and is an independent contractor and is not an agent or employee of CMoW. The ARTIST shall exercise full control and supervision of all persons assisting the ARTIST in the performance of said services hereunder. The ARTIST shall be solely responsible for all matters relating to payment of its employees (if applicable) and subcontractors including compliance with social security, worker’s compensation, and income tax withholding and all other regulations governing such matters.

G. The ARTIST will compensate his/her employees, agents, representatives, suppliers, vendors, and subcontractors thereby indemnifying CMoW from any lien.

H. The ARTIST shall use materials and techniques suitable for the mural, taking into account the wall surface on which the mural vinyl will be applied, and other relevant factors, so that the mural will have a minimum expected life of five (5) years. The ARTIST Will prep the walls in any way necessary for the life expectancy is met.

I. The ARTIST will purchase and provide the appropriate primer materials for the coating as selected by the ARTIST if needed. The ARTIST guarantees materials and workmanship to be free from defects for a period of one year from date of agreed upon completion.

J. The ARTIST will provide protection and cleanup; when necessary during fabrication, delivery and installation of the mural and until hazards are eliminated; the ARTIST shall apply protective coatings, wrappings or other appropriate measures and remove them when they are no longer required. Upon completion of the mural and its installation, the ARTIST shall clean the mural and the area in its immediate vicinity to the satisfaction of the CMoW Committee remove all protective devices and structures completely from the site as required by The Committee. The Committee will provide the temporary draping or cover for the mural from the time of its completion until the unveiling.

2. COMPENSATION

A. CMoW agrees to compensate the ARTIST in the sum of \$5,500 (Mural, Materials and Installation) for the satisfactory performance of this contract, as follows: Thirty-three percent (33%), \$1815, to be paid upon the execution by both parties of this contract; Thirty-four percent (34%), \$1870, to be paid day of mural completion; Thirty-three percent (33%), \$1815, to be paid within seven (7) days after completion of the mural by the ARTIST and acceptance by the CMoW Committee.

3. TIME OF PERFORMANCE

A. Performance under this Agreement by the ARTIST shall commence as early as April 9, 2025 and no later than April 16, 2025. A schedule and access to the work area will be negotiated between the CMoW Committee and The Artist. It is the Committee's desire that some of the work will be completed during Museum open hours for the Children to witness an "Artist at Work." Completion shall be no later than May 16, 2025 and shall be undertaken and completed in such a manner so as to assure expeditious completion in accordance with the purpose of the Agreement. Additional days may be allowed for each day of work prohibited by adverse weather conditions, or other causes beyond the control of ARTIST.

B. The performance of all activities contemplated by this contract shall be performed exclusively by and at the cost of the ARTIST, his/her employees (if any) and subcontractors; all work will be conducted under the supervision of the ARTIST. CMoW shall not provide additional compensation, payments, goods or services, except as otherwise provided in writing in this contract.

C. The Completion Notice shall include proof of full payment of the Artist's Expenses, including all required payments to his employees, suppliers, vendors and/or subcontractors.

4. SERVICES TO BE PROVIDED BY CMoW

A. CMoW will provide the scaffolding through a generous donation with Sunbelt Rentals.

B. CMoW shall be responsible for all Public Relations, Municipal Relations, Marketing and Branding of the mural.

C. CMoW shall be responsible for the scheduling, developing and executing of an Unveiling and/or Mural Celebration

5. PENALTY

A. In the event that the ARTIST fails to perform the services called for by this Agreement within time(s) specified herein, or any extension thereof, a penalty shall be charged to the ARTIST, which will total the amount of payment paid to the ARTIST. The ARTIST shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond the control and without the fault or negligence of the ARTIST. Such causes include but are not limited to, acts of God or of the public enemy, floods, epidemics, or unusually severe weather. Should the ARTIST fail to perform the services called for by this Agreement, or fails to make progress as to endanger performance of this Agreement in accordance with its term, and does not correct such failure with a period of thirty (30) days (or longer period as the CMoW Mural Committee may authorize in writing), CMoW will apply the penalty as set forth under this Agreement.

6. INTEREST OF CMoW AND THE ARTIST

A. This Agreement sets forth all agreements between CMoW and the ARTIST, and no officer, director, or member of CMoW has any authority to vary, modify, alter or change the Agreement of CMoW as set forth herein, and any attempt to do so shall not be binding on CMoW. If any change

is to be made in the terms of this Agreement, such change must be written, and signed by the ARTIST and the CMoW Mural Committee or Representative of said group. CMoW shall not pay any sum other than set forth above, nor provide any goods, services, subsistence, or other compensation, except as specifically agreed to in this Agreement.

7. REPAIRS AND RESTORATIONS

A. CMoW shall have the right to determine, including consultation with a professional conservator, when and if repairs and restorations of the Mural will be made. During the Artist's lifetime, the CMoW shall use every reasonable means to consult with the Artist prior to any repairs or restorations. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the CBMP and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

B. All repairs and restorations shall be made in accordance with recognized principles of conservation.

8. ALTERATIONS AND PRESERVATION OF THE MURAL OR OF THE SITE

As long as the property is owned by CMoW and the mural is accepted by CMoW in its final form, it shall not be altered or added to by any person or entities so as to change its appearance or content. The sole right to make any alterations, additions or changes shall reside with the CMoW. CMoW shall make reasonable efforts to notify the Artist of any proposed destruction or alteration of the Site that would affect the intended appearance and character of the Mural, and shall consult with the Artist regarding any such destruction or alteration. However, it is understood that the Mural is the possession of the CMoW and it is the CMoW's final decision that determines the outcome of the Mural. If the CMoW shall at any time decide to destroy the Mural during the Artist's lifetime, CMoW shall by notice to the Artist, offer the Artist a reasonable opportunity to recover the Mural at no cost to the CMoW.

9. INDEPENDENT CONTRACTOR

The parties intend that the relation between the ARTIST and CMoW created by this Agreement is that of an independent contractor. No agent or employee of the ARTIST shall be deemed to be an employee of CMoW.

10. COPYRIGHTS

- A. The Artist shall retain all rights under the Copyright Act of 1976 (17 U.S.C. 101 et seq.) and all rights in and to the Mural except ownership and possession except as such rights are limited by Article 1., Section B. of this Agreement. The Artist shall not make any exact duplicate reproductions of the final Mural, nor shall the Artist grant permission to others to do so except with the written permission of CMoW.
- B. The Artist grants to CMoW and assigns it an irrevocable license to use the Mural and two-dimensional reproductions of the Mural for promotional and advertising purposes, including but not limited to reproductions used in advertising, brochures, media publicity, booklets or other publications provided that these rights are exercised in a tasteful and professional manner.
- C. Artist agrees not to use any portion of the mural in personal posts or promotion in any way that would not reflect the mission and vision of the Children's Museum of Wilmington or to reveal the mural in its entirety before the scheduled reveal by CMoW.

11. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors or omissions in the performance of professional services, the ARTIST agrees to indemnify and hold harmless CMoW, its officers, directors, Board of Directors members and designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the ARTIST's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement. The ARTIST agrees to indemnify and hold harmless the business/property owner whose building is receiving the designated mural, its officers, directors, employees and designated others from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the ARTIST's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.

B. CMoW agrees to indemnify and hold harmless the ARTIST, his/her subcontractors, employees, and designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CMoW's negligent act's errors or omissions in the performance of their duties related to this Agreement.

C. Artist to provide proof of insurance for CMoW.

IN WITNESS, WHEREOF, the parties hereby execute this agreement on this ____ day of ____, 2025. The Children's Museum of Wilmington _____
ARTIST: Signature _____
Printed Signature _____
Date _____

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North
Carolina
Arts
Council



The Arts Council
of Wilmington & NHC

This is not the final Contract.