

**ARTWORK COMMISSION AGREEMENT
BETWEEN THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE,
AND ARTIST**

The Parties to this Artwork Commission Agreement (“Agreement”) are the Roman Catholic Archbishop of Los Angeles, a corporation sole (the “Archdiocese”), for itself and for the benefit of _____ (“Site”) and _____, an individual (“Artist”).

This Agreement is entered into as of _____

Whereas, the Archdiocese wishes to engage Artist to create _____ .

and

Whereas, Artist is a professional whose work and qualifications make Artist uniquely qualified to create the Artwork for the Site; and

Whereas, Artist desires to render such Services to the Archdiocese;

Therefore, the Parties agree as follows:

1. Definitions

- a. *Artwork* pertains to _____
- b. *Designs* means _____
- c. *Final Acceptance* means written approval from the Archdiocese within _____ from receipt of the Artwork.
- d. *Services* means the work to be performed as described in Section 2.
- e. *Time Schedule* means the schedule for completing a task or phase of work as shall be agreed upon between the Parties for the particular task or phase of work.

2. Scope of Work

The Services shall be rendered in two phases, a design phase and a painting and installation phase.

- a. For Phase One to be deemed completed, Artist shall complete Designs as defined in Section 1 above.
- b. The subject matter of the Designs will be determined by discussions between the Archdiocese and Artist. At the discretion of the Archdiocese, underwriter-donors may be invited to view the process of design development, but final approval of the Designs shall remain with the Archdiocese.



- c. In Phase Two, Artist will complete the Artwork and will participate in the installation of the completed Artwork. Work in Phase Two may commence prior to the completion of all the Designs in Phase One.
- d. The craftsmanship and materials shall be of the finest quality available in keeping with Artist's policy and reputation. If necessary, Artist shall meet applicable standards for public safety in construction and/or installation of the Artwork.

3. Approval and Modifications

The Archdiocese shall, in its sole and subjective discretion, approve, disapprove, or request modifications to the Designs. All modification requests and change orders shall be made and approved in writing. During Phase One, the Archdiocese can request modifications to designs without additional charge prior to Artist's commencement of work on the Artwork.

During Phase Two, the Archdiocese shall, in its sole and subjective discretion, approve, disapprove, or request modifications to the Artwork. At all times the Parties shall cooperate in good faith, within the applicable Time Schedule, to reach approval or disapproval. Artist shall consult with Archdiocese's representatives as necessary to review, refine and approve the process of arriving at the Artwork that is acceptable to the Archdiocese. Representatives of the Archdiocese shall inspect the progress of the work at intervals to assure that the workmanship and materials conform to this Agreement.

Change orders requested during Phase Two that pertain to modifications in craftsmanship and materials will be reviewed by Artist and if minor and reasonable will be made without charge. All other changes are subject to additional charges, as set forth in Addendum 1.

4. Time Schedule

The time schedule for completion of Phase One shall be no later than _____ after signing this Agreement. The time schedule for completion of the Artwork in Phase Two shall be no later than _____.

5. Payment

Payment for Phase One and Two shall be as set forth in Addendum 1. All sales taxes are included in the amounts paid.

6. Rights of the Parties

- a. The Archdiocese shall own title to the Artwork upon final Acceptance after delivery of the Artwork. Although the Artwork is created expressly for the Site, nothing shall prevent the Archdiocese, in its sole discretion, from moving the Artwork to another location, or removing it from view or transferring ownership to a third party. The Archdiocese agrees that it will not intentionally alter, modify, change, or destroy the Artwork without first notifying Artist and enabling Artist to disclaim authorship of the



Artwork in addition to any remedies s/he may have in law or equity under this Agreement.

- b. References to the Designs or the Artwork shall contain a credit to Artist and a copyright notice in substantially the following form: “© Artist, date of creation.” In any public showing or portfolio or resume use of the Designs or the Artwork, Artist shall give acknowledgment to the Archdiocese in substantially the following form: “An original creation [for the Designs: commissioned by] [for the Artwork: owned and commissioned by] The Roman Catholic Archbishop of Los Angeles, a corporation sole, for itself and for the benefit of _____[name of Site].” However, in magazines, periodicals, or as captions where space may be limited, in addition to crediting Artist, the acknowledgment shortened to “Owned by _____” will suffice.
- c. Artist shall grant the Archdiocese and _____an irrevocable perpetual license without fee to reproduce the Designs and the Artwork for non-commercial purposes, including charitable fundraising for the Archdiocese and the Site. In the event that the Archdiocese or the Site wishes to enter into an agreement to reproduce the Designs and the Artwork for commercial purposes, the Archdiocese shall consult with Artist as to the terms and conditions of the commercial agreement, including but not limited to, payment of licensing fees or royalties to Artist. The Archdiocese and the Site agree that any reproduction of the Designs or Artwork will, to the extent possible, accurately reflect the nature and quality of the original(s) and that the reproductive media used will conform to standards of taste commonly accepted by cultural institutions or art museums in the United States.
- d. Except as specifically provided in this Agreement, Artist retains the rights afforded Artists under California’s Art Preservation Act (California Civil Code § 987 and the Visual Artists’ Rights Act (17 U.S.C. § 106A).
- e. Artist’s Obligations
 - i. Artist shall carry out the Services with due diligence, care, and efficiency, in a professional manner so as to promote the purpose of this Agreement. Artist shall, in all professional matters, act as a faithful advisor to the Archdiocese. Artist agrees at the reasonable request of the Archdiocese or the Site, and at no additional fee, to be photographed, videotaped and/or audio taped for documentation and publicity purposes during the creation of the Designs and Artwork.
 - ii. At the request of the Archdiocese, Artist shall provide such written information including drawings and specifications required to assist the Archdiocese in connection with its responsibility for filing documents with governmental, regulatory, or other approved authorities, as required. Such drawings and specifications shall be provided at no additional fee.
 - iii. Artist shall comply in all respects with provisions of any regulation, law, or ordinance of any local or duly constituted authority where the Services are to be performed. Likewise, Artist shall refrain during the term of this Agreement from engaging in any



activity that may adversely affect, impede, or impair in any way and to any extent whatsoever the progress of the Services.

- iv. Any information obtained by Artist by any means, relating to or arising out of the performance of this Agreement, including but not limited to the operation, financial affairs, copyrights, intellectual property, donor relations, or any other information which is unpublished concerning the Archdiocese, is confidential and shall not be revealed to any third party without the prior written consent of the Archdiocese. Such information, if any, may only be used in the performance of this Agreement. The terms of this clause shall survive the expiration or earlier termination of this Agreement and shall be binding upon Artist's successors, heirs, and assigns.
- v. Artist warrants that the Designs and the Artwork shall be solely created by Artist
- vi. Artist represents that the Designs and Artwork are solely Artist's creation and that no copyright, trademark, or other laws, or personal rights of others shall be violated in creating the Designs or the Artwork. Furthermore, Artist warrants that Artist shall secure the proper releases, as required, from all persons, entities or copyright owners who may be represented in the Designs and the Artwork, including live models, owners of copyrighted material, or any other persons or entities. Artist warrants that all Artwork shall be free from defects of material and workmanship for a three-year period from acceptance of the completed Artwork by the Archdiocese.
- vii. Artist shall be responsible for the care, protection and storage of all work performed by Artist until Final Acceptance and is responsible for all loss, damage or destruction to the Designs and the Artwork including, but not limited to, loss, damage or destruction caused by fire, theft, vandalism, flood, breakage or neglect, and shall repair or restore any damaged work; provided, however, that Artist shall not be responsible for any damage which occurs after installation of the Artwork is complete and before Final Acceptance which is not caused by any acts or omissions of Artist or any of Artist's agents or employees.

7. Liability and Indemnification

- a. In case Artist is not able to complete the Artwork due to a debilitating illness or death, Artist or Artist's estate will return all monies paid to Artist by the Archdiocese except for the amount, if any, paid to Artist as a down payment.
- b. Artist will and does indemnify, defend and hold harmless the Archdiocese, its agents and employees, from and against all liabilities, costs, claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, and other related costs and expenses incurred, arising out of the performance of this Agreement, or any breach of any of the terms contained in this Agreement, including any claims, damages, loss or expense attributable to bodily injury, sickness, disease or death to any person, injury to or destruction of real or personal property, patent, copyright or trademark infringement or violation of any royalty agreement, to the extent caused in whole or in part by any negligent or intentional acts or omissions of Artist, Artist's agents, employees or invitees, and anyone for whose acts Artist may be liable, whether or not such claims are based



upon the active or passive negligence of the Archdiocese or the Site, except that Artist shall not be required to indemnify the Archdiocese or the Site for the sole negligence or willful misconduct of the Archdiocese or the Site. In case any action of proceeding is brought against the Archdiocese or the Site, Artist shall defend at Artist's expense by counsel reasonably satisfactory to the Archdiocese.

8. Assignment

Except as provided in Section 6a, above, the Archdiocese or Artist may transfer or assign either of their respective interests or rights under this Agreement only upon written Agreement by the other party, which may be withheld in the other Party's sole and absolute discretion. However, the Archdiocese and Artist shall have the right to assign the rights granted under this Agreement to any affiliate or successor entity.

9. Independent Contractor

Artist is an independent contractor and not an employee of the Archdiocese. Artist acknowledges that Artist shall not hold him or herself out as an authorized agent of the Archdiocese with the power to bind the Archdiocese in any manner.

10. Use of Name

Except for the acknowledgments required by Section 6b, Artist shall not use the name of the Archdiocese or any of its officials, employees, representatives, affiliated entities or any other person or entities affiliated with the Archdiocese for any purpose, including but not limited to advertising, marketing, or other commercial purpose without advance written permission from the Archdiocese.

11. Return of Materials

At the conclusion of this Agreement, Artist shall return to the Archdiocese all materials provided to Artist in connection with this Agreement, including but not limited to, architectural plans, slides, and photographs. Artist shall retain for him or herself the finished drawings and Designs and maintain them in Artist's studio archive.

12. Dispute Resolution

This Agreement is governed by the laws of the State of California. In the event of a dispute arising out of this Agreement, the Parties agree that the dispute shall first be submitted to a Mediator, who shall be jointly retained by the Parties. The Mediator shall be selected from a commercial alternative dispute resolution service such as JAMS. In seeking to resolve the dispute, the Mediator may refer to federal, state, and local laws and regulations and to the Code of Canon Law of the Roman Catholic Church, as applicable. After exhausting the mediation process, either Party may submit the dispute to whichever governmental adjudicatory body is applicable.



13. Notice

Any written communication or notice required by this Agreement shall be deemed properly given if delivered in person or sent by mail, as follows:

To the Archdiocese:
Archdiocese of Los Angeles
Attn: Vicar General
3424 Wilshire Boulevard
Los Angeles, CA 90010

To Artist:

And to the Site:

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements on this matter. This Agreement cannot be altered in whole or in part, orally, and no statement or oral agreement shall be effective to alter, waive, terminate, or discharge this Agreement except in writing signed by all parties. Any amendments to this Agreement must be in writing, signed by all parties.

AGREED AND ACCEPTED

The Roman Catholic Archbishop of Los Angeles,
a corporation sole

By: _____

Vicar General/Attorney in Fact

Dated: _____

By: _____

Dated: _____



SAMPLE ADDENDUM 1
SCHEDULE OF PAYMENTS TO Artist

DOWN PAYMENT	
U.S. \$ _____ due upon the signing of this Agreement	
PHASE ONE (DESIGN)	
Design Development and Schematic Design	\$ _____ payable upon end of Phase One
Changes to Designs	<ul style="list-style-type: none"> • No charge for changes to drawings created during Design Development • Thereafter, all changes billed at Click here to enter text.
PHASE TWO (CREATION AND INSTALLATION)	
Administration	\$ _____ payable upon Final Acceptance
Invoicing prior to installation	
Change Orders	Change orders will be priced on a case-by-case basis and must be approved by the Archdiocese in writing prior to proceeding with any work. (See Section 3 for particular terms.)
ADDITIONAL TERMS	
All invoices, after initial payment, due and payable upon receipt, and considered delinquent if not paid within 30 days of invoice date.	
Artist reserves the right to impose a service charge of \$ _____ per month on all delinquent invoices.	

