

July 27, 2017

**PROJECT TITLE:** San Leandro Downtown Mosaic Planters

**DESCRIPTION:** The Artful Steps program, part of Stepping Stones Growth Center will design and create mosaics for 3 planters in downtown San Leandro. Artful Steps will be responsible for installing the mosaics on the planters. The theme for these mosaics will be based on the history of San Leandro.

**SCHEDULE (due dates)** Sketch: February 2017 Completion: February 2018

**FEE:** \$544 per planter, 3 planters for \$1,632 total.

#### **TERMS**

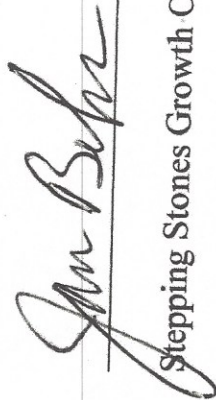
- 1) **RESERVATION OF RIGHTS:** All images of artwork for promotional materials and electronic transmissions will contain the name Artful Steps.
- 2) **REVISIONS:** Revisions may be made only by the Artist at the sketch stage. Additional fees will be charged for revisions made after sketches, and for revisions reflecting a new direction to the assignment, or new conceptual input.
- 3) **CANCELLATION AND KILL FEES:** Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill all rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.
- 4) **ARTIST CREDIT:** Each planter will have a plaque crediting Artful Steps Artists and Artful Steps Media Specialist, Meadow Presley with the creation of each Mosaic Planter.
- 5) **DAMAGES:** Stepping Stones Growth Center is not responsible for damages once product is finished and installed in the community. Should repairs be needed, San Leandro Improvement Association can contract with Stepping Stones Growth Center for repair work, to be negotiated at said time.

6) PAYMENT: Payment for finished work is due upon acceptance, net thirty (30) days. The payment is \$The Client's right to use the work is conditioned upon Client's compliance with the terms of this agreement. A two percent (2%) monthly service charge will be billed against late payment.

7) PERMISSIONS AND RELEASES: The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.



San Leandro Improvement Association



Stepping Stones Growth Center