AGREEMENT FORM

THIS AGREEMENT is effective Date, by and between Commissioning Agency, a Minnesota non-profit corporation, having its principal offices at Address, and name (ARTIST). ARTIST agrees to prepare preliminary designs for an original proposal for a project and site (PROJECT).

Payment
1. FPA shall disburse payments not to exceed $ as well as up to $ reimbursable for travel expenses to the ARTIST according to the following schedule and terms set forth herein.

2. The payment covers costs associated with research and the creation of a design concept presentation by the ARTIST for the PROJECT.

3. ARTIST will be paid as follows:
   $ upon presentation of design concept and brief written description.
   Up to $ reimbursable for travel expenses paid within 30 days of the receipt of invoice including documentation of expenses.

ARTIST and FPA agree to the following obligations:

1. ARTIST will prepare designs and/or sketches, a written description, and budget/timeline information for the proposed artwork from Date range. The artwork must be designed to be produced within the budget and be low maintenance. ARTIST will retain copyright of all design materials produced as part of this project.

2. FPA agrees to provide ARTIST with information about the site to assist ARTIST in preparation of his/her design. Information will be made available if and when FPA is able to obtain it from the architects and project developers. Every effort will be made to respond to ARTIST's requests in a timely manner.

3. ARTIST is responsible for bringing all presentation materials to an interview meeting tentatively scheduled for Date, including 12 copies of written materials for selection committee members. Time and location of the interview will be set by FPA in advance of the meeting.

4. ARTIST agrees to present designs in person to the selection committee at finalist interview.

ARTIST agrees to invoice FPA for costs associated with travel and lodging not to exceed $ for the finalist interview. ARTIST must include all original receipts for expenses with the invoice.

6. All materials produced by artists in connection with the PROJECT shall remain the copyright of the respective artists. Commissioning Agency and FPA may use images of selected designs and completed art for non-commercial, educational or promotional purposes in print or electronically. If and when the selection committee accepts PROJECT, Commissioning
SAMPLE DESIGN CONTRACT

Agency will contract with the ARTIST to complete a final design and implement the PROJECT.

7. ARTIST agrees that he/she is responsible for the design and that FPA in no way shall be considered an agent or sales representative for ARTIST.

8. ARTIST shall indemnify and hold harmless FPA against and in respect to any and all claims as to theft or damage of the design materials, and as to any and all liability claims. ARTIST shall indemnify, defend, and hold harmless FORECAST against and in respect of any and all claims, costs, and expenses (including, without limitation, attorney's fees) that FPA shall incur or suffer, which arise, or result from, or relate to any breach of, or failure by ARTIST to perform any of the representations, warranties, covenants, or agreements in this Agreement or in any other instrument furnished or to be furnished by ARTIST under this agreement.

9. This agreement does not imply an employer-employee relationship between FORECAST Public Art and the ARTIST.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written. Please sign both copies, retain one for your file, and return the other signed copy to FORECAST at the above address no later than Date.

Forecast Public Art __________________________ Artist Signature __________________________
Address Line 1 Address Line 1
Address Line 2 Address Line 2
Contact Contact