

Moooving Art Artist Agreement

Moooving Art is a major promotional campaign of the Greater Shepparton City Council ("Council"), designed to increase the regions profile, tourism and retail activity.

Artist: _____ of
_____ (address)

agrees to the terms outlined in this Moooving Art Artist Agreement ("the Agreement"):

1 DESIGN GUIDELINES

- 1.1 Moooving Art is an interactive event that will allow the public to touch and feel the cows. As such, all designs must be created with durability and public safety concerns in mind.
- 1.2 The Moooving Art audience is broad-based and of all ages, and designs should be appropriate for public display. Designs that are religious, political or sexual in nature will not be accepted. Designs that are whimsical in nature and appeal to children are encouraged.
- 1.3 **Neither corporate logos nor advertising is allowed.**
- 1.4 Cows will be placed in areas fully accessible to the public. Although a few cows may be indoors, most will be outdoors. In creating a design, please consider carefully the effects of exposure to sun, rain, wind and dirt.
- 1.5 Although objects may be attached to the cows, artists should be aware that vandalism can and unfortunately does occur. Any object added to a cow should be attached in such a way that it cannot be easily removed.
- 1.6 Designs will be evaluated by the Council's Tourism Department to ensure they conform to these guidelines. The Tourism Department may reject any design that, in its sole discretion, does not adhere to these guidelines.

2 MINOR REPAIRS

- 2.1 Cows will from time to time require repair and maintenance. Artists may be given the option to undertake the necessary touchup work as required once the cow is on display. Artists will be paid by Council an appropriate negotiated fee for such work undertaken.
- 2.2 If it is not viable for Council to contract the original artist to undertake the necessary touchup or the artist is not available to undertake the work, Council may at its discretion commission another artist to undertake this work.

3 PRODUCTION OF COWS

- 3.1 Designs may be produced either in private studios, or in public painting places provided by Council. This will allow artists to showcase their talents in an

unprecedented manner and encourage Greater Shepparton residents and visitors alike to get excited about Moooving Art. At all times Council must be aware of the location of the cow.

- 3.2 The artist will be responsible for transporting their cow to and from the artist's studio or workplace, unless alternate arrangements have been made with Council.
- 3.3 All cows will be supplied to the artist prepared and primed in readiness for painting.
- 3.4 The final two coats of clear varnish are critical to the ultimate durability of the finished cows. Council will be responsible for the application of these coats.
- 3.5 The artist agrees to provide the completed cow to Council by **(insert date)**
- 3.6 Council reserves the right to determine whether a cow is complete. In the event that the artist provides a cow to Council that is not, in Council's opinion, satisfactorily completed, Council may return the Cow to the artist and require that the artist carry out additional work to complete the Cow.
- 3.7 The Council will be responsible for the installation or removal of the cows. Because of the time required for preparation and installation, finished cows must be returned to the Council by the agreed date.

4 OWNERSHIP/COPYRIGHT ASSIGNMENT

By submitting this form the artist confirms that:

- 4.1 The artist is the original creator of the design;
- 4.2 The artist has not copied anyone's original work;
- 4.3 The design does not infringe on any intellectual property rights (for example, trademark, copyright, or design patent); and
- 4.4 To the extent anyone else has contributed to the design, a signed, written agreement from that person assigning all of their right in their contribution to the artist has been obtained.
- 4.5 Greater Shepparton City Council shall own the entire right, title and interest in the artist's design proposal, including the final work completed on the fibreglass cows. The artists will be acknowledged on the Moooving Art website and in appropriate publications. However, the copyright, including the rights to reproduce the design, create copies or reprint the design in books, will be owned by Shepparton Moooving Art. The artist may use the image or images of his or her design and the cow in promotion of the artist's talent, e.g. portfolios or promotional material.
- 4.6 The artist must sign and return this Agreement prior to picking up their cow. By signing and returning the original Agreement, the artist understands and accepts that they are assigning the entire right, title and interest in the design to Council regardless of whether a completed cow is produced by the artist or not.

5 COMPLETION DATE OF MOOIVING ART COW

- 5.1 The completion date is**(date)**

5.2 By this date the cow will be returned to Council in readiness for varnishing, feet plate application and installation into the herd.

5.3 Failure to do so will result in the Moooving Art Cow being returned to Council incomplete, unless alternate arrangements can be agreed to. Council may require the artist to carry out additional work on the cow if the cow is, in Council's opinion, incomplete.

Greater Shepparton City Council agrees to pay the sum of \$_____ plus costs of materials (or including costs of the materials) to the artist for works, upon satisfactory completion of the Cow.

Signed – Artist _____ Date:

Tourism and Events Team Leader _____ Date: