

Council Approval Date: \_\_\_\_\_

Agenda Item: \_\_\_\_\_

Contract Amount \_\_\_\_\_

**CITY OF SANTA CLARITA****ARTIST AGREEMENT****ARTIST:****ADDRESS:****TELEPHONE:****E MAIL:**

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This Artist Agreement ("Agreement") is made and entered into by the City of Santa Clarita ("City") and the above-named ("Artist"), as an independent contractor, in the offering of public submitted artwork for the City as outlined below:

The Artist agrees to provide appropriate artwork in a reasonable and professional manner on the following date, time, and at the following location:

**Type of Artwork(s):****Date(s):****Time(s):****Location:****Agreed Fee:****Scope of Work**

Artist's proposal is attached hereto and incorporated herein by reference. Artist is responsible for the completion of tasks and subtasks that are addressed in the Agreement.

**Independent Contractor**

The parties agree and understand that an Artist will not be an employee of the City, but will be solely an independent contractor acting under the terms and conditions specified herein and as a self-employed person, shall be solely responsible for payment of federal and state income and other taxes, and will not be an employee of City for Worker's Compensation or any other purposes, will not have Unemployment Insurance Benefits, Social Security coverage, or other employee benefits. Artist understands and agrees that neither Artist nor any person employed by Artist shall be in any way an employee of City, as that term is defined in the California Labor Code.

### **Indemnity**

Artist agrees to indemnify, defend, and hold harmless City and all of its officers, agents, and employees for any and all liability, claims, damages, or injuries to any person, including injury to Artist's employees and all claims, which arise from or are connected with the performance of this Agreement including but not limited to any claims related to ownership or other rights in the artwork provided by Artist, and all expenses of investigation and defending against same provided, however, that this indemnification and hold harmless shall not include any claim arising from the active negligence or willful misconduct of the City, its agents, or employees.

### **Worker's Compensation Insurance**

Artist shall procure and maintain Worker's Compensation Insurance in the amount as will fully comply with the laws of the State of California and shall indemnify, insure, and provide legal defense for both Artist and City against any loss, claim, or damage arising from injuries or occupational diseases happening to any worker employed by Artist in the course of carrying out this Agreement. However, if Artist does not have employees, he/she may be exempt from the Labor Code and must sign an affirmation of such.

### **W-9 – Request for Taxpayer Identification Number and Certification**

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the City of Santa Clarita. Artist agrees to complete all required forms necessary to comply with EDD regulations.

### **Counterparts and Signatures**

The parties agree that this Agreement may be executed in counterpart and that each fully executed copy of the Settlement Agreement shall have the same binding force and effect as an original. The parties further agree that facsimile and email signatures shall have the same force and effect as original signatures.

### **Other**

Artist agrees to give permission to the City for the use of any photographs of the Artist or Artwork as they see fit in the City Brochure or other publications. The Artist agrees to allow the City photographer and select press photographers to use flash photography during the display for documentary purposes. Artist agrees to waive all rights pursuant to California Civil Code section 987 regarding the Artwork.

This writing constitutes the entire Agreement between Artist and City. This Agreement shall not be amended, except by a writing executed by parties to this Agreement.

### **Electronic Transmission of Contract and Signatures**

The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract on this date of

**FOR ARTIST:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_

**IF CORPORATION:**

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_

**FOR CITY OF SANTA CLARITA:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_