

2026 and 2027 Streetscape Enhancement Program - <Site> ARTIST AGREEMENT

THIS AGREEMENT dated for reference the X day of X, 2026

BETWEEN:

CITY OF COQUITLAM

3000 Guildford Way
Coquitlam, BC
V3B 7N2

(the "City")

AND:

Artist Name(s)

Company Name or dba (leave blank if no company)

XXX Address

City, BC XXX XXX

(the "Artists")

WHEREAS:

- A. The City released an Request for Proposal (RFP 26-052) seeking services related to Coquitlam's "2026 and 2027 Streetscape Enhancement Program - <Site>" (the "X");
- B. The Artist has submitted a proposal which has been selected by the City; and
- C. The City and the Artist have agreed that the Artist's response should be undertaken in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the covenants and agreements contained herein, and other good and valuable consideration paid by the City to the Artist, the receipt and sufficiency of which is hereby acknowledged, the City and the Artist agree as follows:

1. DEFINITIONS

1.1. Definitions

In this Agreement, the following definitions apply:

- (a) "**Artist**" has the meaning assigned on page 1 of this Agreement;
- (b) "**Artwork Design Development Documents**" means the drawings, details and material specifications that describe the Work;
- (c) "**Artwork Design Development Submission**" means the Artwork Design Development Documents and any other deliverables required to be submitted for the Technical Review, and any other information requested by the City that is necessary to fully describe the Artist's intent for the Work;

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- (d) **"City"** means the City of Coquitlam;
- (e) **"Final Proposal"** means the final plan for the original work of art the Artist has proposed to create for the City of Coquitlam, and the City of Coquitlam has accepted in writing, including all revisions;
- (f) **"Mural"** has the definition assigned in Recital "A";
- (g) **"Project"** means all works and services listed in section 2.1(a) of this Agreement;
- (h) **"Site"** means the location where the Work is to be installed, with a civic address of XXX., and to be more specifically defined by the City;
- (i) **"Technical Review"** means the phase of the Project which the Artist and the City review and coordinate one another's requirements for the successful completion and maintenance of the Work; and
- (j) **"Work"** means the original artistic painting and adornment applied to the wall at the Site by the Artist in conformity with the Final Proposal.

1.2. Schedules

The following schedules are attached hereto and form part of this Agreement:

Schedule "A" - Artist's Proposal

Schedule "B" - Technical Requirements

Schedule "C" - Deliverables Timetable and Payment Schedule

Schedule "D" - Artist Specifications and Documentation of Work

Schedule "E" - Transfer of Title

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2. SCOPE OF WORK

2.1 Artist's Services

The City hereby commissions and engages the independent contracting services of the Artist, and the Artist will, on a non-exclusive but first priority basis:

- (a) create the Work in accordance with the artistic and technical elements described in Schedule "A" and Schedule "B" and as ultimately described in the Final Proposal;
- (b) prepare and deliver to the City the Artwork Design Development Submission, the Final Proposal, and any other documents as required under this Agreement or otherwise reasonably requested by the City;
- (c) work with a creative production agency as necessary, to furnish all supplies, material and equipment as necessary for the creation, design and execution of the Work;
- (d) prepare and submit all drawings, reports and documents required hereunder or otherwise reasonably requested by the City;
- (e) render all other services as are customarily rendered by creators of works of public art in relation to such works;
- (f) to begin the Work no later than XXX, unless the City, acting reasonably, determines that the weather conditions permit or require an alternate commencement date, in which case the City shall provide the Artist with written notice as to when the Work may be commenced, and the Artist shall begin the Work within fifteen calendar days of receiving said notice; and
- (g) complete the Work in accordance with Schedule "C".

The City will provide to the Artist, at the City's cost, copies of designs, drawings, reports and other relevant data needed by the Artist to design and execute the Work.

2.2 Creation, Execution, and Inspection of the Work

(a) Alignment with Final Proposal

The Artist will ensure the Work will be executed and completed in full accordance with the Final Proposal, and will further incorporate into the Work any revisions or alterations reasonably required by the City.

(b) Review of the Work

The City may review the progress of the Work, and if the City's opinion is that the Work is not in conformity with the Final Proposal, then the City may elect to suspend or terminate this Agreement.

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(c) Changes to the Work

The Artist will present to the City in writing, for prior review and approval by the City, any material changes which the Artist proposes to make in the execution or completion of the Work. For the purposes of this section, a “material change” is any change in the artistic expression, scope, design, colour, size, material, or texture of the Work, any change which affects scheduling, maintenance and preservation of the Work, or any additional change which alters the concept of the Work as presented in the Final Proposal.

(d) Site Management

The Artist will supervise Site clean-up as may be reasonably requested by the City. At the close of the Artist’s work, the Artist will remove all equipment, excess materials, or other items promptly and as requested by and without cost to the City.

(e) Coordination

The Artist will perform their services in a manner and time so as not to cause interference with any operations, construction, or maintenance of the City.

(f) Construction Delay

If the Project is, at the City’s sole discretion, abandoned or suspended in whole or in part, then the City will compensate the Artist for services performed prior to receipt of written notice from the City of such suspension or abandonment, and the Artist may request, and the City may exercise its discretion to approve, additional compensation for legitimate and reasonable additional expenses incurred by the Artist that arise as a direct result of the suspension or abandonment of the Project.

(g) Technical or Implementation Requirements

The Artist must confirm their technical or implementation requirements prior to performing the Work, by sending these requirements to “Hilary Letwin” at HLetwin@coquitlam.ca. The Artists’ requirements will be approved in writing by the City prior to the commencement of the Work.

(h) Compliance with Applicable Law

In producing, performing and otherwise preparing and presenting the Work, the Artist will comply with all applicable laws, bylaws, orders, regulations, guidelines, ordinances, codes, specifications and requirements of all government and regulatory authorities, including all laws governing occupational health and safety, and will ensure all individuals participating in the Work exercise appropriate physical distancing and use of PPE as may be directed by Provincial health authorities or otherwise.

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2.3 Acceptance

(a) Completion

The Artist will immediately advise the City in writing when the Work has been completed in accordance with Schedule "A" and Schedule "B" hereto.

(b) Failure to Complete the Project

If, for any reason, the Artist does not complete the Project in accordance with this Agreement, the Artist or their heirs, executors, administrators or assignees, as the case may be, will, within thirty (30) days of the Artist ceasing production of the Work, submit to the City a completed Schedule "D" and Schedule "E" for that portion of the Work completed prior to the Artist ceasing production of the Work (the "Work in Progress"). Upon obtaining a completed Schedule "D" and Schedule "E", the City will pay the Artist for all services satisfactorily performed by the Artist prior to the Artist ceasing production of the Work and the City may, at its sole option, complete the Work or cause the Work to be completed. If the Work is completed pursuant to this section, the parties will be joint and equal owners of the copyright in the Work and the Artist acknowledges and agrees that such actions will not violate or infringe any moral rights that the Artist may have in relation to the Work in Progress or the Work. Notwithstanding the foregoing, the Artist will not be relieved of liability to the City for any failure by the Artist to complete the Work in accordance with this Agreement, and the City may reasonably withhold payments to the Artist until such time as the exact amount of any loss, expense or damages due to the City from the Artist is determined. The City may off-set any such loss, expense or damages against any amounts owing to the Artist under this Agreement.

(c) Acknowledgement of Acceptance

The City will, within ten (10) business days following receipt of the notice from the Artist as described in (a), advise the Artist in writing that either:

- i. the Work is accepted; or
- ii. the Work is not accepted.

If the City does not accept the Work, the City will provide the Artist with written reasons explaining the decision and will give the Artist a reasonable period of time to correct any deficiencies. The Artist will advise the City when the deficiencies have been corrected, following which the City will then within ten (10) business days, advise the Artist in writing that either:

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- i. the Work is accepted; or
- ii. the Work is not accepted.

If the City does not accept the Work, the parties will attempt to reach a reasonable agreement to allow the City to accept the Work or, failing such agreement will refer the matter to dispute resolution in accordance with section 9 of this Agreement.

Upon acceptance of the Work by the City and for a period of thirty (30) days immediately thereafter, the Artist may request the return of any or all objects and printed materials that was submitted as part of the Final Proposal. The Artist acknowledges and agrees that any such object or materials not recovered as permitted in this section will become the property of the City.

2.4 Post Completion

(a) Specifications and Documentation of Work

Upon completion of the Work, the Artist will furnish the City with the completed Schedule "D" and Schedule "E".

(b) Promotion

The Artist will be reasonably available at such time or times as may be agreed between the City and the Artist to attend any inauguration or presentation ceremonies relating to the Work or the transfer of the title of the Work to the City.

2.5 Insurance

(a) Purchase of Insurance

The Artist agrees that that the City, at its sole discretion, may, but is not obliged, to purchase insurance, including commercial general liability insurance and property insurance, on behalf of and in the name of the Artist with respect to the Work and the Artist's performance of this Agreement.

(b) Worksafe BC

The Artist will ensure the Artist meets all Worksafe BC assessments and related requirements for all of the Artist's employees, contractors, sub-contractors and any other persons as applicable.

2.6 Warranties, Title, and Ownership of Work

- (a)** The Artist represents and warrants that:

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- (i) the design and completion of the Work will be performed in a professional, competent, and timely manner;
- (ii) the Work is the original product of the Artists' own creative efforts and, to the best of the Artists' knowledge, does not, and will not, violate any law or infringe any patent, copyright, trademark, trade secret or other intellectual property right, including the copyright in any other artistic work or subject matter of any other person;
- (iii) except as otherwise provided for in this Agreement, the Artist alone will own copyright in the Work;
- (iv) the Work is original, that it is an edition of one (1), and that the Artist will not sell or reproduce the work or allow others to do so without the prior written consent of the City, such consent the City may withhold in its sole discretion;
- (v) the Work, as designed and completed, will be free from defects, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the work for a period of *one (1) year after installation*;
- (vi) the Work will not require maintenance procedures in excess of those detailed *by the Artist in Schedule "D"*;
- (vii) the Work will be free and clear of any liens or encumbrances from any source whatsoever.

(b) Title of Ownership

Ownership to the Work will pass to the City automatically upon acceptance of the Work by the City. In addition to the foregoing, the City is under no obligation to pay the final installment of the fee as set out in Schedule "C" until the Artist has delivered to the City a completed Schedule "E".

2.7 Maintenance, Repairs, and Restoration

(a) Maintenance

The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City will use reasonable efforts to ensure that the Work is properly maintained and protected.

If requested by the City, the Artist will take part in an interview with a conservator in order to develop recommendations for the appropriate maintenance and preservation of the Work, with the conservator being chosen by the City.

(b) Repairs and Restoration

The City will have discretion to determine if and when repairs and restorations to the Work will be undertaken.

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All maintenance, repairs and restorations will be made in accordance with generally recognized principles of conservation.

2.8 Management and Administration

(a) Grant of Exclusive Rights

The Artist hereby grants to the City, and its authorized representatives, the exclusive, perpetual, royalty-free, non-revocable, worldwide licence and right to display, exhibit, stream, reproduce, publish, distribute, view, make copies, market, modify, adapt, promote, record, photograph, film, videotape and otherwise use the Work in its sole discretion for any purpose and by any means.

(b) Moral Rights

The Artist acknowledges that the Work, by nature of its composition and location will be subject to the ravages of nature, pollution, vandalism and time, and agrees that the City may in the future use the Site for civic purposes requiring the Work's removal or relocation. While the City will reasonably seek to maintain the Work according to the Artist's original intent, the City retains the right and discretion to alter, remove or relocate the Work if the Site is required for purposes deemed necessary or expedient by the City. If the City deems that such alteration, removal or relocation is necessary, the Artist may request that all signs and acknowledgments linking the Work to the Artist be removed. The Artist agrees that such alteration, removal or relocation of the Work will not violate the Artist's moral rights in relation to the Work. The City will, by notice to the Artist, endeavor to consult with the Artist regarding the Work's alteration, removal, relocation or maintenance but retains sole and unfettered discretion as to whether to implement any such feedback provided by the Artist.

If, for any reason, the City determines it is unable to alter, remove or relocate the Work without destroying the Work, the City will, by notice to the Artist, offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for the obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the cost to the City of the proposed destruction. The Artist acknowledges and agrees that if the Artist chooses not to recover the Work and the Work is destroyed, such destruction will not violate or infringe the Artist's moral rights in relation to the Work.

2026 and 2027 Streetscape Enhancement Program - <Site>

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Accordingly, the Artist hereby acknowledges and agrees that the City may, subject to the foregoing:

- i. alter the Site;
- ii. replace, substitute or remove any vegetation forming part of the Work;
- iii. repair and maintain the Work;
- iv. relocate the Work;
- v. remove the Work;
- vi. use the Site for any municipal purposes; or
- vii. destroy the Work,

without violating or infringing the Artist's moral rights in relation to the Work and, for further certainty, the Artist agrees to waive the Artist's moral rights for the foregoing purposes enumerated from subclauses (i) to (vii), subject to the notice provisions given above.

(c) Signage Restrictions

The Artist may not install any signage, banners or display materials on the site without prior written approval from the City.

(d) Fees and Payment

Provided the work and services are satisfactorily performed, the City agrees to pay the Artist \$_____ (plus GST) for the Work in accordance with Schedule C. The Artist hereby directs that the City issue such payment to, or in the name of, "Joanne Dennis".

(e) Invoices

Invoices must be submitted **directly** to apinvoices@coquitlam.ca, and **also cc'd to** jspitale@coquitlam.ca and must include the following:

FROM:

Name of Artists

Address

GST #

Cheque made payable to

Name of Artists

Address

GST #

FEE: \$<amount> = \$<amount> CAD

REASON: "2026-2027 Streetscape Enhancement Program"

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BILL TO: City of Coquitlam
3000 Guildford Way
Coquitlam, BC
V3B 7N2

(f) Artist Promotion

The Artist agrees that the City may use the Artists' name, photographs, biographical material and other pre-approved likenesses to promote the Work. The Artist will provide the City with copies of the Artists' promotional materials (high resolution images, biography, website, social media, etc.) suitable for this purpose.

The Artist also agrees to participate, upon reasonable notice, in promotional activities to assist with the promotion of the Work, including but not limited to social media postings. Requested initiatives to be mutually agreed upon between the City and the Artist.

(g) Independent Contractor

The Artist acknowledges that the relationship between the Artist and the City is that of an independent contractor, and nothing in this Agreement will have the effect of creating an employment, partnership, joint venture or agency relationship between the City and the Artist.

(h) Costs Borne by the Artist

The Artist agrees that unless specifically identified otherwise in this Agreement, the Artist will be responsible for all costs incurred in respect to the creation of the Work, including but not limited to supplies, transportation, accommodation, and labour.

(i) Release

The Artist hereby releases the City, including its elected officials, officers, employees and agents from all liabilities, including, without limitation, all costs, losses, damages, expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Artist or their officials, officers, employees and agents in connection with the Project or the Work, with the exception of claims, liabilities, losses, damages, assessments or expenses caused by the gross negligence of the City, its officials, officers, employees and agents.

(j) Indemnification

The Artist will indemnify and hold the City and its elected officials, officers, employees, and agents harmless from and against any and all actions, causes of action, claims, losses, expenses, debts or demands as may be made, suffered or incurred at any time hereafter arising out of or in connection with any breach of the Artists' representations or warranties or the grant of the rights hereunder or the breach of any of its other obligations

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in connection with this Agreement. This obligation will survive the expiry or earlier termination of this Agreement.

(k) Excuse of Obligations

If any obligation under this Agreement is rendered impossible or impractical to perform as a result of any unpredictable occurrence or act or regulation of a public authority or bureau; technical failure; civil tumult; civil strike; epidemic, pandemic, or quarantine; interruption in or delay of transportation services; act of God, including landslides, floods, earthquakes, and storms; non-natural disaster such as explosions, and power failures; war conditions; emergencies; fire; or any other cause beyond the reasonable control of the affected party, it is understood and agreed that neither party to this Agreement will be liable to the other for damages resulting from the inability to perform such obligation for the duration of its occurrence.

(l) Termination

The City or the Artist may terminate this Agreement prior to the commencement of the Work by providing at least 30 days' written notice to the other party.

Either party may terminate this Agreement at any time by notice, in writing, if the other party breaches any material obligation of this Agreement and does not remedy such breach within 7 days of receipt of notice thereof from the other party.

(m) Assignment:

The Artist may not, without the City's prior written consent, assign this Agreement or any rights hereunder or subcontract all or any portion of the services to be provided.

(n) Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

(o) Notices

Any notice required or permitted to be given by a party hereunder must be given by delivery to the address shown on the first page of this Agreement, the email address set out in section 2.2(g), or such other addresses as the parties may agree in writing from time to time. If notice is mailed, then the notice will be deemed to have been given two days after posting by regular mail in Canada.

(p) Time

Time is of the essence of this Agreement.

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(q) Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, executors, administrators and permitted assigns.

(r) Counterparts

This Agreement may be executed in counterparts, and each such counterpart so executed and delivered will be valid and binding as if it were an originally signed instrument and all counterparts together will constitute a single instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates indicated below.

CITY OF COQUITLAM

Please Print Name

Signature of signing authority for City of Coquitlam

Date

Artist Name

Please Print Signatory Name

Date

Signature of Artist signing authority

**2026 and 2027 Streetscape Enhancement Program - <Site>
ARTIST AGREEMENT**

**SCHEDULE A
ARTIST'S PROPOSAL**

Statement of Intent

Work under this agreement will include the following:

Budget

View of Wall

Approved Design

**2026 and 2027 Streetscape Enhancement Program - <Site>
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**SCHEDULE B
TECHNICAL REQUIREMENTS**

Project

2026 and 2027 Streetscape Enhancement Program - <Site>

Materials/Paint/Finishing/Adornments

TBC with artists

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SCHEDULE C
DELIVERABLES TIMETABLE AND PAYMENT SCHEDULE

| Task | Date |
|-----------------------------------|-------------|
| Agreement Commences | |
| Preparation of Site | |
| Project Implementation | |
| Completion Date | |
| Post Completion Documentation Due | |

Artist's Fee

The City will pay the Artist for the Services an artist's fee of, depending on the Services actually performed, up to a maximum total amount of \$____ CDN, plus all applicable taxes, in the manner described below.

Invoices will be paid within 30 days of receipt and acceptance of a detailed invoice.

| Payment | Amount | Event |
|----------------|---------------|--|
| 1 | 35% | After Receipt and Acceptance of Design |
| 2 | 55% | After Project Acceptance by the City |
| 3 | 10% | After Receipt and Acceptance of Schedule "D" and "E" |

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SCHEDULE D

ARTIST'S SPECIFICATIONS AND DOCUMENTATION OF WORK

This Schedule "D" is to be completed and submitted by the Artist to the City according to the schedule outlined in Schedule "C", but no later than thirty (30) days after the Final Proposal is approved in writing by the City.

Artist:

Project Title: **"2026 and 2027 Streetscape Enhancement Program - <Site>"**

1. **FINAL PROPOSAL.** Agreed to and completed prior to project implementation.
 - (a) Design Drawings. Attach images of the Project, or drawings that describe the Project.
 - (c) Project Schedule (for Completion of Work).
Including all relevant milestones as per the agreed target schedule, and also each of the line items above.
2. **PROJECT DESCRIPTION/DOCUMENTATION.** To be completed within thirty (30) days after the City approves the Final Proposal.
 - (a) Materials, Finishes, Colours.
Please provide a complete list of the materials, finishes and/or colors which will be used in the fabrication of the Work. The list of materials and finishes and colors must include all raw materials. Alternately, attach specifications sheets for the materials, finishes and/or colours provided by manufacturer or supplier.
 - (b) Artist Information.
Please provide a brief written biography of the Artist, including an Artist's statement on the Work and any other information about the Artist, the Work, or the Work's design and completion.
 - (c) Photo Documentation
Please provide high resolution digital images of the Work, including at various stages of completion, taken from different view points.
 - (d) Print or Web Materials
Please provide copies of all print or web material the Artist has prepared or which has been prepared for the Artist regarding the Work.

Please use additional sheets as required to provide the information requested.

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SCHEDULE E
TRANSFER OF TITLE

Attention:

Re: Artwork Entitled “2026 and 2027 Streetscape Enhancement Program - <Site>” (the “Work”)

In consideration of the sum of \$1.00 the receipt and sufficiency of which is hereby acknowledged, _____(the “Artist”) hereby unconditionally and irrevocably transfers ownership and title in and to the Work, including an assignment of all copyright, to the City.

IN WITNESS WHEREOF the Artist has executed this Agreement as of the _____ day of _____, 202_.

Artist's Name

Artist's Signature