
Artist Agreement

StreetARToronto Partnership Program

As an Artist (the "Artist") in the 2021 StreetARToronto Partnership Program who is creating one or more works of art (the "Design"), for a street art installation, I have read, understand and agree to the following:

Licence

- 1.(a) The Artist grants to the City¹ an irrevocable, paid-up, royalty-free and otherwise cost-free licence (the "Licence"):
 - (i) to use, including to reproduce, adapt and exhibit:
 1. any information forming part of their submission in response to this Partnership Program;
 2. any still or moving image of the Design and/or the Artist made by or on behalf of the City during this Partnership Program and the installation of the Design; and,
 3. the Design or any part of the Design in any medium such as posters, brochures or webpages, related to the City,in any manner related to the promotion of StreetARToronto, the city of Toronto, artists and creative talent, the City and,
 - (ii) to install and display the Design or any part of the Design, if it is chosen for installation.
- (b) The Artist agrees that the City may grant sublicences of their Licence to third parties.
- (c) The Artist understands that where reasonably possible, in their sole discretion, the City will reference the name of the Artist when using the Design.
- (d) The Artist understands and agrees that the City may, in their sole discretion and at their own expense, take any action with respect to the installation and display of the Design, if it is chosen for installation, including its removal, replacement or restoration in whole or in part at any time.
- (e) The Artist understands that except where the City or has licensed a third party under subsection 1(b), any third party approaching the City or for permission to use an image of the Design will be referred by the City or to the Artist and the City or shall make such a referral by providing the third party with the contact information as provided and updated by the Artist in this Partnership Program
- (f) In view of the intention that the Design be unique to the, the Artist agrees not to make any reproductions of the Design without written consent from the City. Nothing in this Agreement shall, however, prevent the Artist from making other designs that are materially different than the Design.

¹ The City includes its Agencies and Corporations. A list of the City's Agencies and Corporations can be found at <https://www.toronto.ca/wp-content/uploads/2019/03/9666-City-Agencies-and-Corporations-2019.pdf>

Intellectual Property Rights

- 2.(a) Copyright, and all other intellectual property rights in and to the Design continue to be owned by the Artist.
- (i) The Artist warrants and represents that the Design is original to the Artist and does not violate any intellectual property rights of any other person or entity contrary to the *Copyright Act* or otherwise provided at law.
 - (ii) The Artist represents and warrants that the Artist is the exclusive owner of the rights conveyed to the City and that the Artist has full power and authority to license the Design.
 - (iii) The Artist agrees unauthorized reproduction or other use of the Design, contrary to the *Copyright Act* or otherwise provided at law, by third parties in no way constitutes a breach by the City of this Agreement and understands that the City disclaim all liability in respect of such unauthorized reproduction or other use. The Artist further agrees that they have no claim, recourse, or cause of action against the City in respect of any such unauthorized use and/or reproduction.
- (b) The Artist agrees that all uses of the Design in accordance with the Licence:
- (i) are deemed not to be a breach of copyright or any other intellectual property rights in any way and no royalty or any other fee shall be payable to the Artist by the City or anyone sublicensed under subsection 1(b) for such uses; and,
 - (ii) in no way interferes with or violates any moral rights of the Artist related to the Design.
- (c) The Artist understands that the City will keep any documents of any type, including images, submitted by the Artist in accordance with its record-keeping obligations as required by applicable statutes, regulations and by-laws.

Signed this _____ day of _____, 2021.

Artist Name

Artist Signature