

**Waiver of Proprietary Rights
for Artwork under VARA and CAPA**

This waiver is made and entered into on _____, 20____, by and between the City of Fresno, a California municipal corporation (City), and [Artist Name], [Legal Identity] (Artist), as follows:

Artist has designed a work of visual art described as [type, mural, medium, title, dimensions, address/location] (Work). In consideration of the City's approval of the Work, Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) (VARA), the California Art Preservation Act (Cal. Civ. Code §§ 987 and 989) (CAPA), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (Moral Rights Laws), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building, crosswalk, or other public infrastructure (collectively, City Infrastructure) such that the Work cannot be removed from the City Infrastructure without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, Modification) of the Work, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in the City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. §106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the City as provided below.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

City of Fresno,
A California municipal corporation

[Artist Name],
[Legal Identity]

By: _____
[Name]
[Title]

By: _____
Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
[Name] Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date

REVIEWED BY:

Addresses:
City:
City of Fresno
Attention: [Name]
[Title]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

Artist:
[Artist Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]