

# Burning Man

[www.burningman.com](http://www.burningman.com)

## BLACK ROCK CITY LLC PAVILION ARTIST CONTRACT 2007

THIS ARTIST AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_: by and between \_\_\_\_\_, (hereafter referred to as "Artist") and Black Rock City LLC. (hereafter referred to as "Burning Man").

### RECITALS

WHEREAS, Artist desires to receive grant funding from Burning Man for use in creating artwork to be displayed at the Pavilion area; and

WHEREAS, Burning Man hereby agrees to provide grant funding to Artist for such purpose in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

### AGREEMENT

**1.** Name of artwork: \_\_\_\_\_ ("Art"). The Art is more fully defined in the design documents accompanying this Agreement. Artist agrees to furnish Burning Man with completed design documents describing the Art, including one or more of the following: drawings, plans, video, film, slides and photographs ("Art Plans"). The Art project shall be deemed approved upon Artist and Burning Man's dated signatures on the corresponding Art Plans. Artist agrees to complete the Art according to the Art Plans approved by Burning Man and to adhere to the installation and clean up requirements set forth in this Agreement. If Artist wishes to make material changes to the Art Plans or Art after approval of the Art Plans, Artist must notify Burning Man prior June 1 of the annual Burning Man event ("Event").

**2** Burning Man agrees to grant Artist the amount of \$\_\_\_\_\_ ("Grant") towards the completion, transportation, display and removal of the Art at the current year Event. In exchange, Artist hereby grants Burning Man a royalty free license to display, perform, exhibit and use, the above titled Art and Art Plans at the current Event.

**3.** Artist shall own the Art and all of the intellectual property rights associated with the Art, subject to the License described in Paragraph 2. If artwork is sold before the event, the artist must fulfill all commitments set forth in this Agreement including installing and removing the Art at the current year Event.

**4.** The Artist agrees to assume responsibility for public safety as it pertains to the Art at the Event and other uses granted Burning Man under this Agreement. Artist agrees to observe all safety measures Burning Man may require.

**5.** As a condition of the Grant, Artist, for itself and for its agents, hereby releases and holds harmless Burning Man and its employees and agents from any claims and/or liability against Burning Man, actual or threatened, accruing on behalf of the Artist or Artist's agents related to the construction, installation, transportation, display or clean up of the Art. Artist, on behalf of itself and its agents, covenants not to sue or assert claims against Burning Man or its agents for any and all loss or damage on account of personal injury, including death, or for injury to Artist's property of any nature, (including real and personal property) caused during the construction, installation, transportation, display or clean up of the Art at an Event or Burning Man affiliated

# Burning Man

[www.burningman.com](http://www.burningman.com)

project.

**6.** Artist agrees to assume primary liability for all such claims and liabilities described in Paragraph 5. Furthermore, Artist agrees to indemnify, defend and hold Burning Man, its officers, members, employees and agents harmless against any claim, loss or damage, actual or threatened liability, including attorneys' fees arising in connection with or arising out of the construction, installation, transportation, display, clean up or other uses of the Art regardless of the legal theory under which the claim is asserted.

**7.** Burning Man shall pay Artist the Grant money through installment payments on a schedule agreed to by the Artist and Burning Man in advance. The installment payments may be conditioned on project milestones, which the Artist must meet before receiving payment. The parties may memorialize the installment payments or milestones in a further document and the schedule and milestones shall be deemed part of the Art Plans described in Paragraph 1. The final installment payment shall constitute a "Performance Deposit" and it will not be paid to Artist unless Artist completes the Check-Out procedures described below. Depending on the nature of the Art, the Performance Deposit may be up to 20% of the Grant amount. Any installment payments, including the any Performance Deposit owed shall be paid by November 1 following the Event.

**8.** Artist shall forfeit the Performance Deposit in the event the Artist fails to comply with the agreements and especially all of the following points:

- 8.1** Arrival – Check-In
- 8.2** Complete and Installation of Art
- 8.3** Leave No Trace & Removal Plan
- 8.4** Departure – Check-Out

**8.1** Artist shall be required to **Check-In** with a member of the Art Team at the Artery upon arrival at the Event for information regarding the placement and performance of the Art. Initial \_\_\_\_\_

**8.2** Artist agrees that the **Completion and Installation of Art** will happen the Sunday before the beginning of the Event. Initial \_\_\_\_\_

**8.3 ARTIST HEREBY ASSUMES EXCLUSIVE RESPONSIBILITY FOR LEAVE NO TRACE INCLUDING THE COMPLETE DISMANTLE AND REMOVAL OF THE ART STARTING FRIDAY AT 10:59 PM.** Artist further agrees to accomplish dismantle and removal of the Art within two hours. Artist agrees to leave the installation site completely clear of all debris whatsoever, including nails, fasteners and any other remnants or byproducts produced by the Art. Initial \_\_\_\_\_

**8.4.** Artist shall be required to **Check-Out** with a member of the Art Team at the Artery prior to departure from the Event. If the installation site is not clean and artwork was not removed Artist shall forfeit the Performance Deposit. In the event the Artist fails to comply with the "check in" and "check out" procedures set forth herein, even if Artist Leaves No Trace, Performance Deposit will Not be returned. Initial \_\_\_\_\_

**9. Early Crew Arrival List,** August 1st deadline firm: All crew members who arrive before the first Monday at the beginning of the Event must be on the Early Arrival list at the Gate of Black Rock City.

# Burning Man

[www.burningman.com](http://www.burningman.com)

**10.** The Artist agrees that this Grant shall represent the total sum he or she will receive from Burning Man and Artist hereby agrees to assume responsibility for any additional costs beyond the Grant incurred in the construction, installation, transportation, display, clean up of the Art. Artist promises that it will maintain its own vendor accounts for all materials needed to construct, install, transport and display the Art. Artist may not charge any item to a Burning Man vendor account without advance permission from the Director of Art Management.

**11.** Artist acknowledges that s/he is an independent contractor and assumes all tax liability and withholding requirements regarding any money from this Grant. Artist agrees to notify Burning Man in the event that there is an address change before tax information is mailed. Nothing in this Agreement shall be construed to create an employee relationship between Burning Man and Artist. All work to be performed by the Artist under this Agreement shall be done on Artist's premises and under Artist's exclusive control. Artist shall not have the right or power to bind Burning Man to any further contract or agreement with any third party.

**12.** If Artist fails to complete any of the obligations undertaken in this Agreement, Burning Man may, in its exclusive discretion, (i) declare Artist's forfeiture of the Grant provided hereunder; (ii) prohibit the Artist from exhibiting or performing the Art at the Event, and (iii) require the repayment of all Grant money received by Artist.

**14.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral and/or written, between the parties relating to the subject matter herein. This Agreement may not be modified or altered except by written instrument signed by both parties. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any prior or further right hereunder. This Agreement is personal to Artist and Artist may not assign or subcontract its rights, duties or obligations under this Agreement to any person or entity, unless expressly approved in advance by Burning Man in writing. This Agreement shall be binding upon and inure to the benefit of Burning Man, its successors and assigns. Any dispute regarding the performance or interpretation of this Agreement shall be resolved, exclusively, by a court located in San Francisco, CA, where this Agreement is signed, and the court shall apply California law to resolve the dispute. The prevailing party in any such dispute shall be entitled to recover its reasonable costs, including attorney's fees, from the non-prevailing party. Any notice provided under this Agreement shall be in writing sent by U.S. mail to the address provided by Artist. In the event that any provision of this Agreement is held invalid or unenforceable, this Agreement shall remain in effect and the offending provision shall be modified to the extent required to make the provision valid and enforceable. Artist hereby acknowledges that it has read and understands the terms of this Agreement.

AGREED AND ACCEPTED:

ARTIST

\_\_\_\_\_

BLACK ROCK CITY LLC

\_\_\_\_\_