

ARTIST AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2010

by and between Township of West Orange ("TOW"), having an office at
66 Main Street, West Orange, N.J., and ("I/me"), _____

[Name of Artist]

residing at _____

[Artist Address]

WHEREAS, the TOW wishes to engage _____ to prepare designs for
painted, sculptured or other works of art to be applied to outdoor walls as murals on
_____ location.

WHEREAS, I am willing to be so engaged upon the terms and conditions
described in this Agreement.

ACCORDINGLY, TOW and I agree to be legally bound by the following
terms and conditions:

1. Designs. I will prepare and submit to TOW sketches and/or
artistic designs (hereinafter "Designs") for the creation of works of art. Any and all
Designs shall be original works of art prepared by me and will not be copied or
reproduced from the work or designs of any other person. The Designs will not infringe
upon copyright rights or other intellectual property rights owned by any other person or entity.
I agree that the design can be used for any advertising and publicity of the event.

2. Review of Designs. I understand that all Designs submitted by
me will be reviewed by TOW or a Sponsor of your event prior to the work commencing. I
understand that TOW or the Sponsor will approve or disapprove of each Design within
fifteen (15) days of receipt of same. TOW or the Sponsor will have sole discretion to
approve or disapprove of any Designs.

3.

1) Payment. I will get an advance of \$500 upon signing the
contract for supplies. When I complete the project with a final coating I will receive
the remainder of the payment totaling \$_____.

4. My Representations. I make the following representations and promises
to TOW:

(a) each Design shall be my original work;
(b) I will not copy, duplicate or reproduce the original work of any other person;
(c) my Designs will not infringe on any copyright or other intellectual property rights of any other person; and
(d) if any other person contributes to my Design, I will obtain a signed, written agreement from that person transferring all of his or her rights in their work product to me.

5. Reasonable Assurances. The TOW and I agree to execute any additional documents that may be reasonably required to carry out any of the provisions of this Agreement.

6. Insurance. I agree to provide the TOW with proof of a certificate of liability insurance listing the TOW as an additional insured.

7. Indemnity. I agree to indemnify and hold the TOW harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of my representations and promises. I also agree to execute the annexed Artist Waiver of Liability and Hold Harmless Agreement.

IN WITNESS OF this Agreement, we have signed and delivered this Agreement on the date indicated above.

Township of West Orange

By:

Authorized Signatory

Name of Artist