



Request for Proposals (RFP)  
for Art Services for the Fresno Box Art Project 2026  
RFP No. 020926MS

**Proposal Submission Deadline: Monday, March 9, 2026**

Purchasing Division Contact: Melissa Perales, Purchasing Manager  
Email: [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)  
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# City of Fresno Proposal Specifications

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## I – INTRODUCTION

## **PUBLIC NOTICE**

THE CITY OF FRESNO IS INVITING ARTISTS AND MURALISTS TO SUBMIT PROPOSALS FOR THE CREATION OF MURALS FOR THE CITY OF FRESNO BOX ART PROJECT

### **Request for Proposals for Art Services for the Fresno Box Art Project 2026** Request for Proposals No. 020926MS

The City of Fresno (City) is seeking qualified artists/muralists (Artist) to create murals that will be installed on traffic utility cabinets located along the McKinley Avenue Corridor between Cedar and Clovis Avenues, along the Shaw Avenue Corridor between First Street and Chestnut Avenue, and along the Cedar Avenue Corridor between Bullard and Gettysburg.

Questions may be submitted electronically to [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)

**Proposals must be submitted electronically via email to [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)**

**Proposals are to be submitted electronically prior to the deadline at 5 p.m. on Monday, March 9, 2026.**

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

The City of Fresno reserves the right to reject any and all proposals.

No consideration will be given to submission received after the deadline.

## CALL FOR ARTISTS

### Project Overview

In June 2025, the City of Fresno approved funding for Citywide Art Beautification, including utility boxes, for the 2025-2026 Fiscal Year. That funding provides opportunities to use City of Fresno assets like traffic cabinets (also known as “boxes”) as canvases for original art pieces created by artists, students, and community members which contribute to the vitality and attractiveness of our community, while also deterring vandalism.

The City of Fresno is seeking proposals from qualified artists/muralists (Artist) to create murals that will be installed on traffic boxes located along the McKinley Avenue Corridor between Cedar and Clovis Avenues, along the Shaw Avenue Corridor between First Street and Chestnut Avenue and along the Cedar Avenue Corridor between Bullard and Gettysburg (Project).

The theme for the traffic boxes along McKinley Avenue will be “Aviation”, to represent the broad impact aviation, and especially Fresno Yosemite International Airport, has had and continues to have on our community, whether through commercial, military, or amateur flight influence.

The theme for the traffic boxes along Shaw and Cedar Avenues will be “Bulldog Spirit”, reflecting the history and influence that Fresno State, its students, athletes, programs, and alumni have had in the Central Valley, with an emphasis on what makes Fresno State a special place.

Successful submissions should incorporate visual elements, patterns, or imagery that represent that corridor’s theme.

This pilot Project is a streetscape showcase for local artists and community members to transform standard utility boxes into new public artworks, adding to the vibrancy of our cityscape while creating a sense of place and identity.

The Project will cover 6 traffic boxes along the McKinley Corridor, 10 traffic boxes along the Shaw Corridor, and 4 boxes along the Cedar Corridor for a total of 20 traffic boxes (See Division IV – Traffic Box Locations for details on specific locations). The final selected art works will be digitally printed as vinyl wraps and installed by a licensed company.

This Request for Proposals closes on Monday, March 9, 2026, at 5:00 p.m. The Selection Committee is tentatively scheduled to meet the week of March 16, 2026, to review applications and select recommended finalists for all 20 locations. (For information on the Selection Committee expectations, please see the Fresno Box Art FAQ’s.) Selection of Artists will be completed by April 2026.

The Selection Committee will be selecting a maximum of three (3) awards per Artist. After City Manager approval, Artists will be notified by March 31, 2026. Entry is open to professional Artists who have completed outdoor murals. The selected Artist will design the murals. All artworks must be original design and suitable for viewing by all ages.

This Request for Proposals (RFP) is intended to provide interested Artists with general information regarding the scope of services expected for an Artist Agreement (Agreement) to be awarded to qualified Artists and the proposal process (including selection). **Submissions must be sent to the City of Fresno Purchasing Division at [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov).**

## PROJECT BUDGET

The Artist award for each traffic cabinet design is \$1,000.00.

## TENTATIVE TIMELINE

- February 9, 2026 – RFP Advertisement
- March 9, 2026 – RFP Response Due Date
- March 16 – 20, 2026 - Review of Proposals by Selection Committee
- March 23, 2026 - Full Commission Review and Selection of Artists
- April 2026 - Installation
- April 2026 – Unveiling or Dedication

## ADDITIONAL INFORMATION

- The Project is open to qualified Artists
- Local Artists preferred but NOT required.
- The City of Fresno reserves the right to make no selection in this process if the art presented is not appropriate.
- There is no entry fee.
- All rights to the artwork on the completed installation will become the property of the City of Fresno. Artists retain the ownership and rights to the original work.
- All project information and examples are available on the City of Fresno website at <http://fresno.gov/publicart>.

## MEDIA AND MATERIALS GUIDELINES

- Artwork must be original and may not contain advertising, infringe upon a trademark, patent, or copyright, contain religious art, sexual or illegal drug content, negative imagery, convey political partisanship, or contain any representations of traffic lights, signs, or signals.
- Artwork must not denigrate a specific group based on ethnicity, national origin, age, disability, religion, gender, or sexual orientation or denigrate the military, law enforcement, fire rescue, government services, public officials, animals, or any creature protected under the Federal Endangered Species Act.
- Artwork must not depict any person, alive or deceased.
- Artwork shall not contain words or letters.
- The cabinets are approximately 24"W x 67"H x 30"D. The final artwork will cover three sides and the top of the cabinet, with the fourth side displaying a description of the artist's design concept, signature, and information about the Traffic Cabinet Art Pilot Project.
- Artists must adhere to the following specifications for digitizing art for the vinyl wraps:
  - If using a vector design, be sure all shapes are expandable.
  - All files should be in an editable format and/or vector format. AI, PSD, and PDF files are acceptable for artwork.
  - Dimensions of actual utility boxes may vary. Selected artists must be willing and able to adjust designs to the box assigned.
- The design cannot restrict any vents or airflow through the boxes. City of Fresno maintenance crews must always be able to fully access the components inside the box.
- Artists may be asked to attend a dedication ceremony in April 2026.

## PROPOSAL REQUIREMENTS

Each interested and eligible Artist must submit a traffic box application for consideration, as well as the following:

- Letter of Interest - can include a description of your artistic focus, career highlights, qualifications, and a particular interest in the project.
- Current résumé - identify experience with public art or murals.
- Identify a website if you have one.
- Images of relevant work include title, media, size, and description.
- Images of proposed work include title, media, size, and one paragraph description that will appear on the back panel of the traffic cabinet.
- 1 - 2 Reference Letters (optional).

## **ARTIST SELECTION PROCESS**

All submitted proposals will be reviewed by the Selection Committee to ensure completeness. Artists may be awarded no more than three (3) traffic boxes for this pilot program. The highest rated proposals, based on a review by the Selection Committee will be forwarded to the City Manager for review and final approval.

The recommendation for selection will be made based on criteria related to demonstrated qualifications, ability to meet the scope of work requirements and the capacity to perform the proposed scope within the timeframe, and any other factors, whether quantifiable or not. Additionally, the Selection Committee will be looking for artwork that shows artistic quality in originality, composition and technique; a relevance to the Request for Proposals (RFP) themes; community impact; safety and suitability; and creativity. Refer to the RFP for more detailed information.

The Committee reserves the right to reject all responses or to waive minor irregularities. The Committee will make its recommendation to the City. The City reserves the right to make the selection of an Artist based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Artist to perform the services set forth herein. The City may enter into negotiations with one or more Artist concurrently. The City has no obligation to enter into an agreement with any party as a result of their response to this offering.

This RFP does not commit the City to enter into a contract or to pay any costs incurred in the preparation of the RFP. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified Artist, or to cancel in part or in its entirety this Request for Proposals.

## **RIGHTS IN ARTWORK DESIGN/SUBMISSIONS**

Artist shall not reproduce (such as photographs and prints), duplicate, distribute reproductions, or incorporate into any trademark or service mark, the artwork design(s) or submission(s) developed under the Fresno Box Art Project without the prior written consent of the City. Any rights of the Artist in the artwork design/submissions terminate upon the death of such artist and do not extend to such artist's heirs, successors or assigns.

## **RIGHTS IN THE ARTWORK**

Title to the artwork shall pass to the City upon installation and final acceptance of the artwork. The City shall have the exclusive right to publicly display the artwork and shall have a license to reproduce (such as photographs and prints) or create three-dimensional reproductions of the artwork for any

noncommercial purpose (including, but not limited to, books, slides, postcards, film, Internet sites, reproductions for advertising, and other media). Such reproductions shall contain a credit to the artist and a copyright notice. Reproductions for commercial purposes are only to be made with the mutual written consent of Artist and the City. All references and reproductions or adaptations of the artwork will credit the artwork to the Artist unless Artist requests to the contrary. The City reserves the right to remove and/or relocate the artwork at any time, shall have the right to determine when and if repairs and/or restorations are needed. Any rights of the Artist in the artwork terminate upon the death of such Artist and do not extend to such Artist's heirs, successors or assigns. Artist agrees to give City written notice prior to asserting any claim pertaining to the artwork and/or the artwork design/submissions, and the City shall have not less than 90 days from the date of receipt of claim to cure any such claim. City may incorporate the artwork into any trademark or service mark to be utilized by City to register the same in accordance with Federal, state or local law.

### **WAIVER OF PROPRIETARY RIGHTS**

Artist waives any and all rights of Artist in the Artwork, including rights of attribution and integrity as set out in the Visual Artists Rights Act (17 U.S.C. §§ 106A and 113) ("VARA"), the California Art Preservation Act (Cal. Civ. Code, §§ 987 and 989 ("CAPA")), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the City and its agents. The City shall have the absolute right to change, modify, destroy, remove, relocate, move, replace, or transport the Artwork in whole or in part, in the City's sole discretion.

### **CONFIDENTIALITY AND NON-DISCLOSURE**

The City of Fresno recognizes that the proposals may include proprietary or confidential information. The City will take every reasonable precaution in protecting such information if it is clearly identified as proprietary or confidential on the page on which it appears. However, the City is subject to the California Public Records Act and must disclose records as required by the Act. Proposals submitted as a part of this RFP will not be returned.

### **EXHIBITS**

The following exhibits are included in this Request for Proposals:

- Division II – Pictures of City of Fresno Traffic Boxes and Sample Artwork
- Division III – Traffic Box Art Template
- Division IV – Traffic Box Locations
- Division V – Frequently Asked Questions
- Division VI – Sample Agreement
- Division VII – Sample Waiver and Indemnity Agreement

### **TO APPLY:**

To support the City of Fresno's efforts to reduce paper use, all submissions **MUST** be sent electronically via email to: [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)

**Deadline to Apply: Monday, March 9, 2026, at 5:00 p.m. PST.**

Individual Artists must submit the following materials to: [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)

- Letter of Interest (Submit one per design proposal)
- Current Resumé
- Prior Work Portfolio (3-5 digital images or a web address)
- Conceptual Rendering(s): Up to three designs, in total, may be submitted using the \*general template provided in Division III.

Only one resumé and portfolio are required, regardless of the number of proposals submitted.

\*This is a general template for proposal submission use only. Finalists will be asked to apply their selected artwork to a location specific template once utility box locations are assigned.

## **QUESTIONS, CLARIFICATIONS, AND CONCERNS**

The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the City of Fresno (see cover page) and may be submitted electronically by emailing [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Purchasing Division at [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov), but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or their designee.

## **DEBARMENT**

An Artist may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

## **REGULATED COMMUNICATIONS**

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer, or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Departments, Finance, Municipal Code, or view the Fresno Municipal Code directly at:

[https://library.municode.com/ca/fresno/codes/code\\_of\\_ordinances](https://library.municode.com/ca/fresno/codes/code_of_ordinances)

## **PUBLIC RECORDS**

The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## **DISCLOSURE OF CONFLICT OF INTEREST STATEMENT**

The Artist may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the City. The Artist must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by City Counsel for compliance with conflict of interest as part of the review process. The Artist shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

## **AWARD OF AN AGREEMENT**

Upon City's acceptance of a Proposal, the Artist will be required to execute and return an Artist Agreement without changes (a copy of which is provided) and all certificates of insurance within ten (10) calendar days from the date of Notice of Award issued by the City. Should the successful Artist fail or refuse to execute the Agreement or provide the additionally required instruments and documentation, the City reserves the right to negotiate a contract with subsequent Artist.

## II – PICTURES OF CITY OF FRESNO TRAFFIC BOXES & SAMPLE ARTWORK

## II. PICTURES OF CITY OF FRESNO TRAFFIC BOXES & SAMPLE ARTWORK



CITY OF SAN LUIS OBISPO SAMPLE ART



CITY OF BAKERSFIELD SAMPLE ART



CITY OF SURPRISE, AZ SAMPLE ART



CITY OF SURPRISE, AZ SAMPLE ART  
(BACK PANEL – LEGEND & ARTIST  
SIGNATURE)

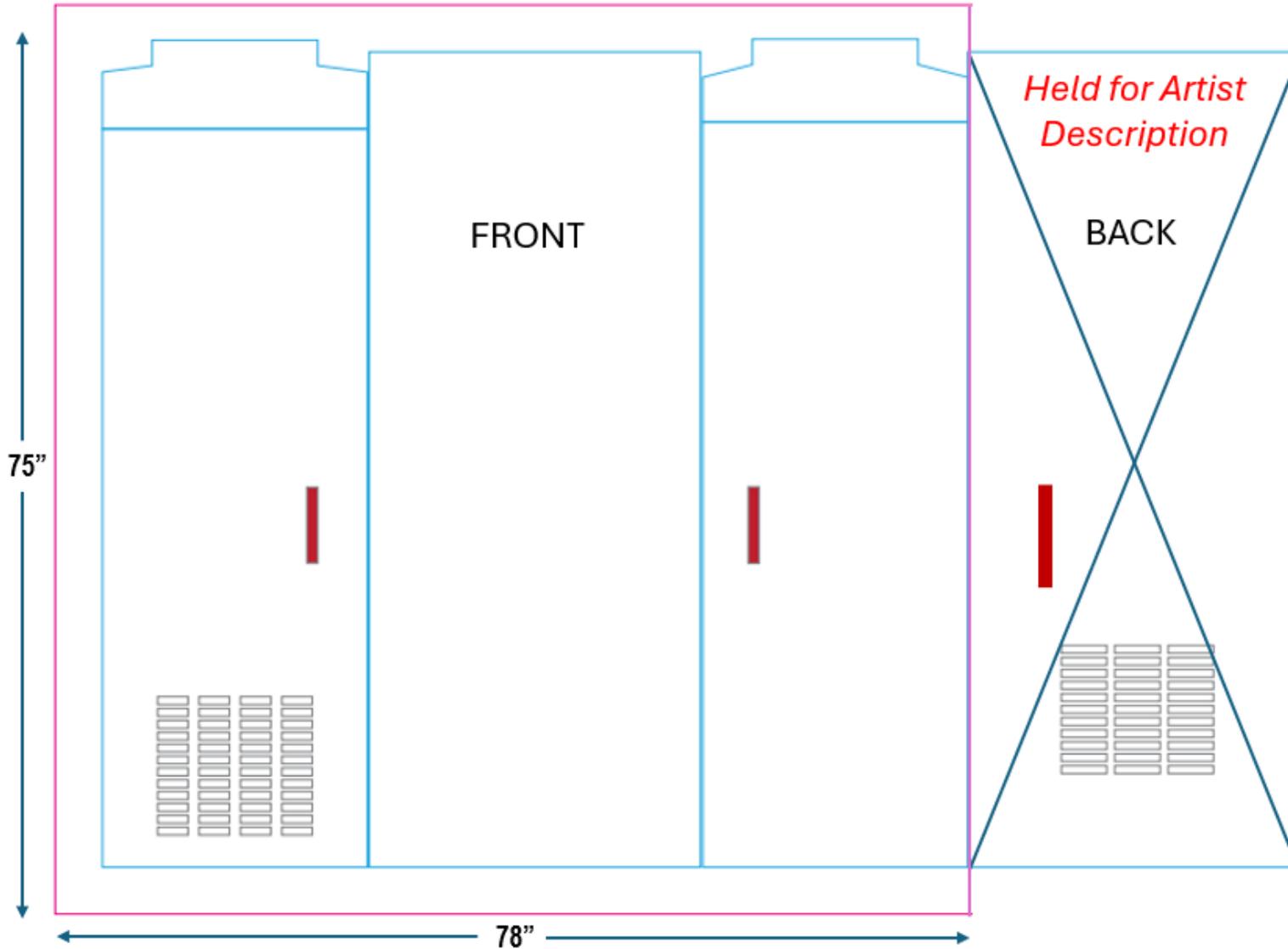


### III – TRAFFIC BOX ART TEMPLATE

# EXHIBIT B - TRAFFIC BOX ART TEMPLATE

\* This is a general template for proposal submission use only. Finalists will be asked to apply their selected artwork to a location specific template once utility box locations are assigned.

Box Template   
Bleed/Cut Line   
Extend all artwork/background to bleed line



## ARTWORK SET UP:

Please use this template for laying out your design.

Please submit artwork in PDF format but maintain all working/editable files. EX: Photoshop & Illustrator

This template is at 10% scale. DO NOT change the scale of the template. Please make sure all artwork extends to bleed line. Keep any primary elements in blue template lines only

If using any photos or scanned images, please scan at 600-1200 DPI for best resolution

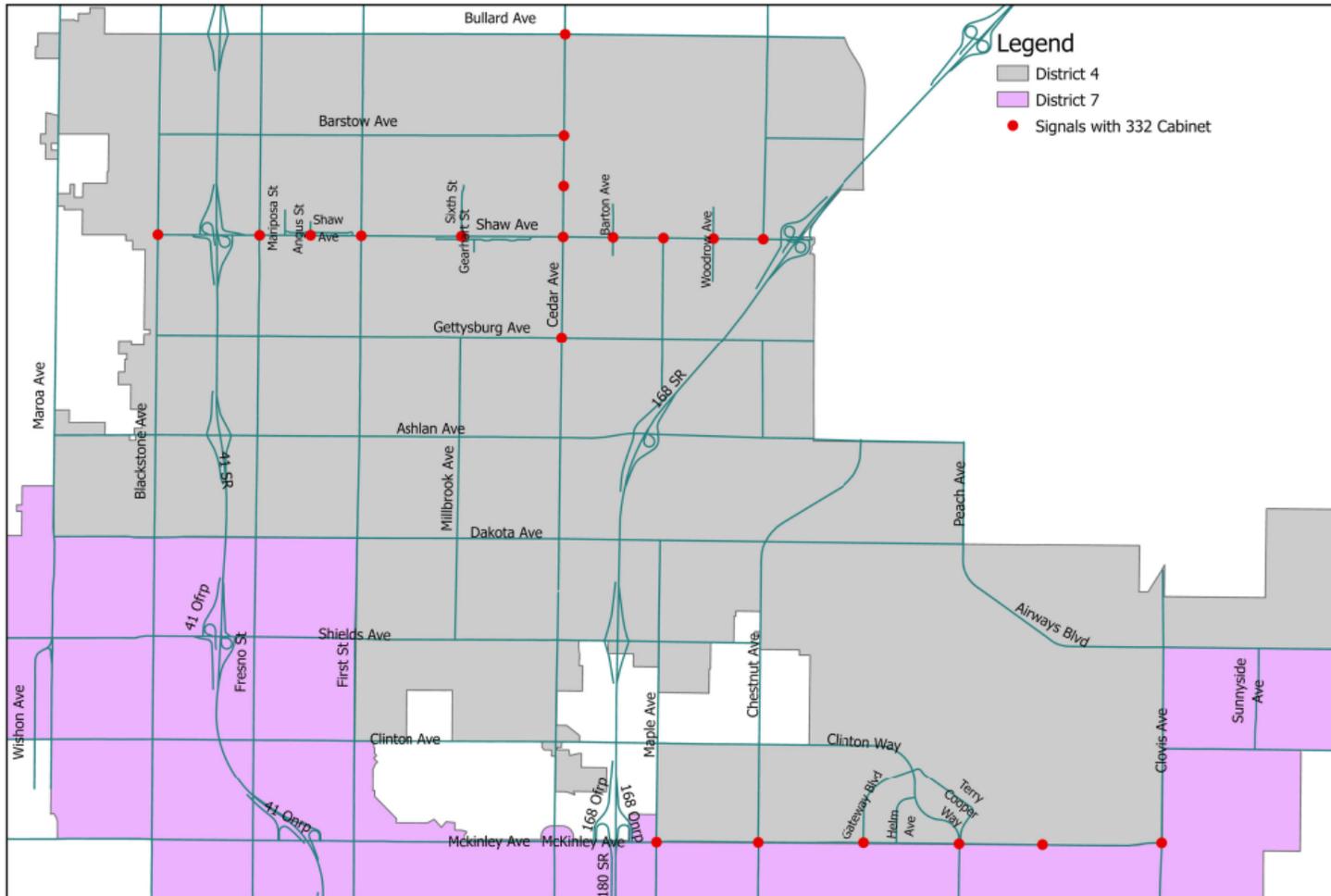
If using a vector design, please be sure all fonts and shapes are expanded for scalability and files are editable

Please note that the template does NOT guarantee the exact placement of your artwork. Keep all primary art in blue lined areas.

## IV – TRAFFIC BOX LOCATIONS



City of Fresno Signalized Intersections District 4 - Shaw Ave, McKinley Ave, and Cedar Ave



- Legend**
- District 4
  - District 7
  - Signals with 332 Cabinet

- CABINET 1 – SHAW & BLACKSTONE**
- CABINET 2 – SHAW & FRESNO**
- CABINET 3 – SHAW & ANGUS**
- CABINET 4 – SHAW & FIRST**
- CABINET 5 – SHAW & GEARHART**
- CABINET 6 – SHAW & CEDAR**
- CABINET 7 – SHAW & BARTON**
- CABINET 8 – SHAW & MAPLE**
- CABINET 9 – SHAW & WOODROW**
- CABINET 10 – SHAW & CHESTNUT**
- CABINET 11 – MCKINLEY & MAPLE**
- CABINET 12 – MCKINLEY & CHESTNUT**
- CABINET 13 – MCKINLEY & GATEWAY**
- CABINET 14 – MCKINLEY & PEACH**
- CABINET 15 – MCKINLEY & 144<sup>TH</sup> ANG**
- CABINET 16 – MCKINLEY & CLOVIS**
- CABINET 17 – CEDAR & BULLARD**
- CABINET 18 – CEDAR & BARSTOW**
- CABINET 19 – CEDAR & BULLDOG**
- CABINET 20 – CEDAR & GETTYSBURG**

Department of Public Works, Streets Division  
 Brian Russell (559) 621-1309  
 Jill Aiello (559) 621-8621

## V – FREQUENTLY ASKED QUESTIONS

## V. FREQUENTLY ASKED QUESTIONS

### 1. What is the Fresno Box Art Pilot Project?

In June 2025, the City of Fresno approved funding for Citywide Art Beautification, including utility boxes, for the 2025-2026 Fiscal Year. That funding provides opportunities to use City of Fresno assets like traffic cabinets (boxes) as “canvases” for original art pieces created by artists, students, and community members which contribute to the vitality and attractiveness of our community, while also deterring vandalism.

### 2. How many cabinets will be covered in art?

A total of 20 traffic utility boxes will be covered in wraps containing new art along the McKinley Avenue Corridor between Cedar and Clovis Avenues, along the Shaw Avenue Corridor between First Street and Chestnut Avenue, and along the Cedar Avenue Corridor between Bullard and Gettysburg.

The City of Fresno will issue one Request for Proposals (RFP) for all 20 locations. Once the finalists have been selected and approved, the art will be installed in April 2026.

### 3. What is the expected timeline?

- February 9, 2026 – RFP Advertisement
- March 9, 2026 – RFP Response Due Date
- March 16 – 20, 2026 - Review of Proposals by Selection Committee
- March 23, 2026 - Full Commission Review and Selection of Artists
- April 2026 - Installation
- April 2026 – Unveiling or Dedication

### 4. What medium can I use to create my box art design?

The City of Fresno is planning to use vinyl wraps to cover the boxes in art. This means that any medium which can be photographed or scanned and digitized can be used to create the design! Traffic cabinets will not be painted on directly. Instead, artists will design the art, and a local contracted company will create and install vinyl wraps for the assigned traffic boxes.

### 5. Who is eligible to apply?

The pilot Fresno Box Art program is open to experienced artists or muralists (Artist), who have the vision and skills required to complete the project to the highest standards of innovation and technical expertise. There is no age limit. Younger budding artists are encouraged to apply. Local artists/muralist preferred but NOT required.

### 6. What criteria will the Selection Committee be looking for?

The recommendation for selection will be made based on criteria related to demonstrated qualifications, ability to meet the scope of work requirements and the capacity to perform the proposed scope within the timeframe, and any other factors, whether quantifiable or not. Additionally, the Selection Committee will be looking for artwork that shows artistic quality in originality, composition and technique; a relevance to the Request for Proposals (RFP) themes;

community impact; safety and suitability; and creativity. Refer to the RFP for more detailed information.

**7. Can an artist/muralist have more than one design proposal selected?**

Yes. The City of Fresno desires to keep it as accessible as possible to the entirety of the local art community, so Artists can be selected for multiple installations, with a maximum of three (3) awards per artist/muralist.

**8. How do I submit my design?**

Each interested and eligible Artist must submit a traffic cabinet application for consideration. Designs must be submitted using the templates provided. Proposals must be submitted electronically to [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov). The details can be found in this Request for Proposals (RFP) and on the City of Fresno Traffic Box Art webpage at <https://www.fresno.gov/publicart>.

**9. Can design proposals be hand drawn?**

Yes, design templates can either be completed digitally or by hand. If templates are completed by hand, they will need to be scanned or photographed in a well-lit room, for the final submission, as all proposals must be submitted electronically.

**10. Do you have any design tips or advice for applicants?**

When designing artworks for submission:

- It may be helpful to think about ways that the design or a design element can wrap around the box and what the image will look like from all sides.
- Do not automatically think of the template as a spread that reads left to right.
- Art should cover three exposed sides, with the vented side reserved for the artist's description of their work and information on the pilot program.
- Designs seem to be more visually impactful and print better when there is contrast (i.e. light/dark), not all the same value.
- A site visit is encouraged. While on location, consider:
  - The colors in the natural environment and how to respond to them.
  - The placement of the design in relation to the position of the utility box.
  - The pedestrian traffic vs. the vehicle traffic and how the box will be primarily viewed. What design elements will be at eye level based on the size and position of the box.
- Traffic box sizes may vary; selected artists must be willing to adjust designs to the box assigned after submitting their design proposal using the template provided.
- All traffic box locations can be found in the RFP packet in the Locations exhibit.

**11. Do artists need to purchase business licenses or insurance for this project?**

To increase the accessibility of the Fresno Box Art pilot program and ease the application process, business licenses will not be required for artists selected as finalists. Since the artwork is to be printed and wrapped by an outside vendor, no insurance is required to submit work.

**12. If I am selected as an Artist, can I pick the box location?**

The final location of each specific work of art will be decided by the City Manager based on the Selection Committee's recommendations.

**13. Do Artists get paid to design art for a traffic box?**

Artists selected for this pilot program will receive a \$1,000 stipend for each of their conceptual renderings used; those works (including copyrights) will become property of the City of Fresno. Artists retain the ownership and rights to the original work. All payments will be made in one lump sum upon completion of the final installation of the traffic cabinet wrap.

**14. Who are the members of the Selection Committee?**

The Selection Committee will be comprised of City of Fresno staff, with representatives from the City Manager and City Council offices, Beautify Fresno, and the Department of Public Works, as well as a diverse pool of individuals from local artists, community advocates, and Fresno Arts Council representatives.

Community members who are interested in participating in a Selection Committee can email the Purchasing Division at [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov). Artists that have applied to the 2026 Traffic Cabinet Mural RFP will not be considered for the committee.

**15. How can I find out more information?**

We are happy to answer any other questions you might have regarding the City of Fresno Box Art Pilot Program. Please contact the Purchasing Division at [PublicArt@Fresno.gov](mailto:PublicArt@Fresno.gov)

## VI – SAMPLE AGREEMENT

## **VI. SAMPLE AGREEMENT SAMPLE ARTIST AGREEMENT**

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between the City of Fresno, a California municipal corporation (City), and [Contractor NAME], [legal identity], (Contractor).

### **RECITALS**

- A. The City hereby engages Contractor to perform certain services (Artwork) in connection with the Fresno Box Art Pilot Program.
- B. Contractor is engaged in the business of furnishing such services as an artist/muralist and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.
- C. Contractor acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107.
- D. WHEREAS, this Agreement will be administered for City by its [SELECT TITLE] (Administrator) or designee.

### **AGREEMENT**

- 1. **Scope of Services.** Contractor shall perform to the satisfaction of the City the services described in Exhibit A, including all work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.
- 2. **Contract Term and Extension.** The Contract shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of Contractor as described in Exhibit A are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in Exhibit A.
- 3. **Contractor's Compensation and Payment.** In consideration of the services provided, the City agrees to pay Contractor \$1,000 per traffic cabinet with a maximum of three (3) traffic cabinets for the tasks described in Exhibit A. The maximum compensation paid to Contractor shall not exceed \$3,000.
- 4. **Termination, Remedies, and Force Majeure.**
  - (a) This Agreement shall terminate without any liability of the City to Contractor upon the earlier of: (i) Contractor's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Contractor; (ii) seven calendar days' prior written notice with or without cause by the City to Contractor; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

- (b) Immediately upon any termination or expiration of this Agreement, Contractor shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of Contractor that are owned by the City. Subject to the terms of this Agreement, Contractor shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Contractor shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Contractor to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by Contractor, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Contractor shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event Contractor fails to comply with any terms or conditions of this Agreement.
- (f) Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Contractor shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

**5. Contractor will provide an invoice to City for payment.** Invoices should be directed to Beautify Fresno by email at [publicart@fresno.gov](mailto:publicart@fresno.gov). Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

**6. Ownership of Intellectual Property.**

City does not claim ownership, copyrights, royalties, or other claims to artwork produced as

a result of participation in City's programs. However, the City reserves the right to reproduce and use such materials for official, non-commercial purposes. This includes the use of photographs, wraps, video/audio recordings, and written materials produced under contract. City may include said materials in its archival collections, and publicity materials (including website and newsletters) and may make them available to researchers and the public for scholarly and educational purposes, including print and internet publications, audio/visual presentations, and exhibitions.

Contractor shall execute the moral rights waiver in **Exhibit B** and all rights to the artwork design and completed installation will become the property of the City. As a material condition to this Agreement, Contractor understands and expressly agrees to waive their moral rights to the Work, including any and all part of the artwork created pursuant to this Agreement.

Contractor's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**7. Confidential Information and Ownership of Documents.**

- (a) Contractor shall comply with all applicable laws, rules, and regulations regarding the confidentiality of the Participant's record and information.
- (b) Artist shall not reproduce (such as photographs and prints), duplicate, distribute reproductions, or incorporate into any trademark or service mark, the artwork design(s) or submission(s) developed under the Traffic Cabinet Mural Project without the prior written consent of the City. Any rights of the Artist in the artwork design/submissions terminate upon the death of such artist and do not extend to such artist's heirs, successors or assigns.
- (c) Title to the artwork shall pass to the City upon installation and final acceptance of the artwork. The City shall have the exclusive right to publicly display the artwork and shall have a license to reproduce (such as photographs and prints) or create three-dimensional reproductions of the artwork for any noncommercial purpose (including, but not limited to, books, slides, postcards, film, Internet sites, reproductions for advertising, and other media). Such reproductions shall contain a credit to the artist and a copyright notice. Reproductions for commercial purposes are only to be made with the mutual written consent of Artist and the City. All references and reproductions or adaptations of the artwork will credit the artwork to the Artist unless Artist requests to the contrary. The City reserves the right to remove and/or relocate the artwork at any time, shall have the right to determine when and if repairs and/or restorations are needed. Any rights of the Artist in the artwork terminate upon the death of such Artist and do not extend to such Artist's heirs, successors or assigns. Artist agrees to give City written notice prior to asserting any claim pertaining to the artwork and/or the artwork design/submissions, and the City shall have not less than 90 days from the date of receipt of claim to cure any such claim. City may incorporate the artwork into any trademark or service mark to be utilized by City to register the same in accordance with Federal, state or local law.

**8. Level of Skill.** It is further mutually understood and agreed by and between the parties hereto that inasmuch as Contractor represents to the City that Contractor and its

subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of Contractor and its subcontractors, if any, to do and perform such services in a skillful manner and Contractor agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of Contractor or any subcontractors from said industry and professional standards.

**9. Conflict of Interest and Non-Solicitation.**

- (a) Prior to the City's execution of this Agreement, Contractor shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Contractor shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by Contractor in such statement.
- (b) Contractor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, Contractor shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Contractor and the respective subcontractor(s) are in full compliance with all laws and regulations. Contractor shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Contractor shall immediately notify the City of these facts in writing.
- (c) Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, Contractor shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

- (e) Contractor represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Contractor and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Contractor shall remain responsible for complying with Section 11(a), above.
- (g) If Contractor should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Contractor shall include the provisions of this Section 11 in each subcontract and require its subcontractors to comply therewith.
- (h) This Section 11 shall survive expiration or termination of this Agreement.

**10. General Terms.** Prior to execution of this Agreement by the City, Contractor shall have provided evidence to the City that Contractor is licensed to perform the services called for by this Agreement (or that no license is required). If Contractor should subcontract all or any portion of the work or services to be performed under this Agreement, Contractor shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

**11. Independent Contractor.**

- (a) In the furnishing of the services provided for herein, Contractor is acting solely as an independent contractor. Neither Contractor, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Contractor and the City. Contractor shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, Contractor shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Contractor and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation

benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the City or to this Agreement.

**12. Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

**13. Compliance With Governing Law.** In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. No party in its performance of this Agreement shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

**14. Binding.** Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

**15. Assignment.** There shall be no assignment by Contractor of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by Contractor, its successors or assigns, shall be null and void unless approved in writing by the City. Contractor hereby agrees not to assign the payment of any monies due Contractor from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due to Contractor directly to Contractor.

**16. Attorney's Fees.** If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

**17. Waiver.** The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

**18. Governing Law and Venue.** This Agreement shall be governed by, and construed

and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

**19. Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

**20. Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

**21. Representations and Warranties.** Each party hereby represents and warrants to the other party and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

**22. Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

**23. Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

**24. Precedence of Documents.** In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

**25. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**26. No Third Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

**27. Entire Agreement.** It is mutually understood and agreed that the foregoing along with the attached exhibits constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

**28.** The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused these present to be signed on the day and year indicated below,

CITY OF FRESNO,  
A California municipal corporation

[CONTRACTOR NAME],  
[Legal Identity]

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_

Name: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By: \_\_\_\_\_  
Date  
Asst./Sup./Sr Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

By: \_\_\_\_\_  
Date  
Deputy

REVIEWED BY:

\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: [Name]  
[Title]  
[Street Address]  
Fresno, CA [Zip]  
Phone: (559) [#]  
E-mail: [E-mail address]

CONTRACTOR:  
[Contractor Name]  
Attention: [Name]  
[Title]  
[Street Address]  
[City, State Zip]  
Phone: [area code and #]  
E-mail: [E-mail address]

Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Waiver of Proprietary Rights
3. Exhibit C – Conflict of Interest Disclosure Form

## **EXHIBIT A SCOPE OF SERVICES**

The Contractor understands and agrees to the following conditions in order to enter into an independent contractor arrangement with the City of Fresno.

1. The Contractor will be responsible for completing artwork for traffic boxes approved by the City of Fresno. The location is subject to change per the direction of the City of Fresno.
2. The Contractor is responsible for purchasing materials, equipment, and other supplies needed to complete the project.
3. Artwork must be original and may not contain advertising, infringe upon a trademark, patent, or copyright, contain religious art, sexual or illegal drug content, negative imagery, convey political partisanship, or contain any representations of traffic lights, signs, or signals.
4. Artwork must not denigrate a specific group based on ethnicity, national origin, age, disability, religion, gender, or sexual orientation or denigrate the military, law enforcement, fire rescue, government services, public officials, animals, or any creature protected under the Federal Endangered Species Act.
5. Artwork must not depict any person, alive or deceased.
6. Artwork shall not contain words or letters.
7. Artists must adhere to the following specifications for digitizing art for the vinyl wraps:
  - a. If using a vector design, be sure all shapes are expandable.
  - b. All files should be in an editable format and/or vector format. AI, PSD, and PDF files are acceptable for artwork.
  - c. Dimensions of actual utility boxes may vary. Selected artists must be willing and able to adjust designs to the box assigned.
8. The design cannot restrict any vents or airflow through the boxes. City of Fresno maintenance crews must always be able to fully access the components inside the box.
9. Artists may be asked to attend a dedication ceremony in April 2026.

**EXHIBIT B**  
**WAIVER OF PROPRIETARY RIGHTS**

The Contractor understands and agrees to waive all rights to the artwork design, and the completed installation will become the property of the City of Fresno.

Artist waives any and all rights of Artist in the Artwork, including rights of attribution and integrity as set out in the Visual Artists Rights Act (17 U.S.C. §§ 106A and 113) (“VARA”), the California Art Preservation Act (Cal. Civ. Code, §§ 987 and 989 (“CAPA”)), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the City and its agents. The City shall have the absolute right to change, modify, destroy, remove, relocate, move, replace, or transport the Artwork in whole or in part, in the City’s sole discretion.

Description of the Final Artwork:

Title:

---

[INSERT NAME OF ARTWORK HERE]

Size:

---

[INSERT SIZE OF ARTWORK HERE]

Category of Work: (Works of Visual Art) –

---

[MURAL, SCULPTURE, ETC.]

Project:

2026 Traffic Cabinet Mural Art Pilot Project

Installation Location:

---

[LOCATION, CORNER OF INTERSECTION]

Artist (Contractor):

---

[INSERT NAME OF ARTIST HERE]

Artist's (Contractor) Signature:

---

**EXHIBIT C  
CONFLICT OF INTEREST DISCLOSURE FORM**

**Disclosure of Conflict of Interest**

		<b>YES*</b>	<b>NO</b>
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

Additional page(s) attached.

\_\_\_\_\_  
City, State, Zip

## VII – SAMPLE WAIVER AND INDEMNITY AGREEMENT

## SAMPLE WAIVER AND INDEMNITY AGREEMENT

For and in consideration of permitting \_\_\_\_\_ (“Participant”) to participate in the **Fresno Box Art Pilot Project** Event (“Event”) on the \_\_\_\_ day of \_\_\_\_\_, **2026**, in the City of Fresno, County of Fresno, and State of California and to the furthest extent allowed by law, Participant agrees to release, indemnify, hold harmless and defend City of Fresno (“City”) and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Participant or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen out of Participant’s participation in the Event.

PARTICIPANT AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE EVENT AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY OF THEIR NEGLIGENCE.

Participant agrees (i) participation in the Event does not make Participant an employee of the City; and (ii) any injury sustained by Participant during his/her participation in the Celebration does not grant him/her any right, title or interest in any Workers’ Compensation benefits for such injury as offered employees of the City, and Participant waives and relinquishes any interest or right to claim any interest for such injury in the City’s employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

Participant shall reimburse City for all costs and attorney’s fees incurred by City in enforcing this Agreement.

This Agreement shall survive Participant’s participation in the Event.

The Participant agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The Participant acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability and a contract between the City and Participant; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Event; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant’s Parent/Guardian (if minor)

\_\_\_\_\_  
Date