

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF CEDAR FALLS
AND
ARTIST NAME
FOR PANTHERS ON PARADE MASCOT EMBELLISHMENT

This Agreement is by and between _____ (“Artist”) and the City of Cedar Falls, Iowa (“City”), and is to be effective on the date last signed by the Artist or the City below.

Background Information

City seeks to showcase the community’s pride and commitment to the University of Northern Iowa through a program called *Panthers on Parade*, comprised of artistic embellishments of UNI’s mascot, TC, and displaying them in multiple locations in the community.

Terms of Agreement

1. **Artwork:** Artist shall provide a completed mascot embellishment (“Artwork”) that is unique and original in its design, accurately following the approved design shown in Attachment A. No changes to the design will be made during production. No manipulation in the original pose of the mascot will occur. City will spray a protective clear coating consisting of clear automotive lacquer after TC delivery.
2. **Display of Artwork:** Artwork will be on display in a location within Cedar Falls from approximately May 1, 2024 – October 27, 2024 (“Display Period”).
3. **Delivery and Installation of the Artwork:** Artist shall pick up a blank, prefabricated mascot from a to be announced location in Cedar Falls on February 1-2, 2024, upon notification by the City’s Project Manager. Artist shall complete artistic embellishment as provided in Paragraph 1 and deliver to a to be announced designated location in Cedar Falls by April 15, 2024. If the Artwork and/or fiberglass form is not in substantially the same condition as shown on Attachment A, then this Agreement may be immediately terminated by City upon written notice to Artist, with no penalty or additional payment by City to Artist.
4. **Project Confidentiality:** Artist shall maintain confidentiality of the Artwork design until public launch, as notified by the City, including but not limited to any photos or video of work in progress or completed work to anyone via email, internet, social media, in-person or other means prior to the public launch.
5. **Ownership of Artwork:** Upon delivery, the Artwork shall be owned by the City and the corresponding mascot sponsor (“sponsor”). At the end of the Display Period, the Sponsor may sell or dispose of the Artwork at their sole discretion.
6. **Insurance & Liability:** From the time the blank mascot is picked up by the Artist until the time it is delivered to the City, the Artist is responsible for the value of the mascot/Artwork and any damages. Artist accepts all liability for the safe application of their artwork to the mascot and shall provide a safe, weather and vandal resistant mascot, including any appurtenances to the mascot. Artist is legally liable for structural additions shown in the design (Attachment A) that affect the mascot’s structural integrity.

At the City's direction and prior to executing any structural addition, the Artist may need to consult with the fabricator and provide written documentation confirming such change will not impact the structural integrity. Upon delivery of the Artwork, it will be inspected to assure there are no damages to the mascot or Artwork and the Artwork then becomes the property of City. After delivery, the City may choose to repair minor damages to the Artwork if the inspection determines any occurred, at the City's expense and in its sole discretion. The City and Sponsor (if applicable) shall be responsible for minor maintenance or repairs during the Display Period.

7. Hold Harmless: The Artist agrees to hold harmless the City (for purposes of this Paragraph 7 includes elected and appointed officials, employees, and agents working on behalf of the City) against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses whatsoever, in law or in equity, including but not limited to attorneys' fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork or as a result of the duties and obligations on the part of the Artist as required by this Agreement.
8. Payment: City shall pay the Artist \$500 at time of mascot pick up by the Artist and an additional \$1,500 upon delivery of the Artwork in satisfactory condition. In no event shall more than \$2,000 be paid to the Artist.
9. Motion Pictures, Television Productions, and Photographs: The Artist grants City permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs, and/or other images taken in the City, and/or any marketing materials with no compensation paid to the Artist other than as provided in Paragraph 8 above. In addition, the artist grants permission to the production company and/or photographer to exhibit or disseminate all or any part of said film or photographs through any medium throughout the world.
10. Independent Artist: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent Artist through the term of this Agreement and is totally responsible for the Artist's materials, labor, costs, transportation and insurance.
11. Assignment: No rights under this Agreement may be assigned or transferred by Artist without the prior written consent of the City.
12. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of Artist, and Artist's heirs, beneficiaries, successors, and assigns.
13. Entire Agreement: This Agreement, along with Attachment A, constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
14. Notices: Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City's Project Manager:
Name: Jennifer Pickar
Title: Tourism & Cultural Programs Manager
Address: 6510 Hudson Rd
Cedar Falls, IA 50613
Telephone: 319-268-4266
Email: jennifer.pickar@cedarfalls.com

Artist:
Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

In Witness Whereof, the City and the Artist have caused this Agreement to be executed as of the last date listed below.

ARTIST

Print Name: _____

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

DRAFT

Attachment A
Approved Design

