

MEDIA ARTIST AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between City of Hapeville (the "City"), a Georgia municipal corporation whose address is 3468 North Fulton Avenue, Hapeville, GA 303254, and Angelica Perez-Castro (the "Media Artist" or their production company), whose address is 1310 Treehouse Pkwy Norcross, GA 30093.

WHEREAS, the City is the programmer and organizer of the Day of the Dead/Dia de Muertos Event;

WHEREAS, the Media Artist desires to present and display their film in conjunction with Day of the Dead/ Dia de Muertos Event which will be held on October 31 – November 1st (date) in accordance with the terms of this Agreement; and,

WHEREAS, the parties desire the Media Artist to perform their duties as an Independent Contractor and not as an Employee of the City.

NOW, THEREFORE, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. DUTIES OF MEDIA ARTIST. Media Artist shall perform the duties outlined on **Attachment A** of this document in such manner and through such methods as Artist deems necessary and proper, without any influence or control exerted by the City. Artist's performance shall be evaluated solely with respect to whether the result of Artist's performance is satisfactory to the City and is in compliance with federal, state, and local rules, regulations, law, and ordinances.

2. PLACE OF BUSINESS. Media Artist shall perform the duties as identified on **Attachment B** in connection with the display and performance of the Media Artist's film or works.

3. EXCLUSIVITY FOR A LIMITED PURPOSE AND TIME. Media Artist agrees that during the period of the Event and while the Media Artist's work is in the Day of the Dead/Dia de Muertos, they shall not accept any other engagements to present, display, exhibit, or perform Artist's film in any market where a venue listed on Attachment B is located without first obtaining the prior written consent of the City. While City does not own the rights to the film, City has permission to show film in a public setting.

4. INDEPENDENT CONTRACTOR. Media Artist shall always and for all purposes under this Agreement be an independent contractor performing services under contract with the City. Media Artist shall not identify himself or herself as an employee, representative, or agent of the City, or as being an integral part of the City's regular business operations.

5. RIGHTS UPON BREACH. The City shall have the right to terminate its obligations under this Agreement if in the good faith exercise of its business judgment, the City determines that the Media Artist has not produced a result which is satisfactory to the City or if the Media Artist fails to perform any of its obligations under this Agreement. Media Artist shall only have the right to terminate its obligations under this Agreement if City breaches its obligations under this Agreement or in **Attachment A**.

6. LICENSES AND PERMITS. Media Artist shall be responsible for procuring any necessary permits or licenses required for them to perform their duties under this Agreement. In addition, Media Artist represents and warrants that it possesses all necessary legal rights to screen, stream, present, display, duplicate, broadcast, or transmit the film, **Starlight, The Art of Procurement, Zero Tolerance**, and any images or music contained therein, for Screening presentations, and educational and community engagement purposes in conjunction with the Day of the Dead/Dia de Muertos Event.

7. RELEASES AND INDEMNIFICATION. Media Artist releases City from any and all claims and causes of action whatsoever (including, without limitation, any infringement or violation of personal and/or property rights of any sort including, to the maximum extent permitted by law, defamation) arising from the use, production, promotion, distribution and exploitation, and presentation of the film. Media Artist agrees to defend, indemnify and hold the City harmless (including its directors, officers, and employees) from and against any and all claims, liabilities, losses, suits, damage costs and expenses (including but not limited to reasonable attorneys' fees and costs), and damages suffered, incurred, arising out of, or related to any claims that any part(s) or all of the film infringe upon any copyright or trademark (statutory or common law); constitute an invasion of the right of privacy or publicity; constitute a defamation; or constitute an infringement of any other right or any kind, of any third party.

8. TERM. This Agreement shall be valid and enforceable from _____ to _____.

9. COMPENSATION. Media Artist shall receive the following: an artist honorarium for performance of their duties under this Agreement. Payment schedule listed in **Attachment A**.

10. NO AGENCY. This Agreement shall not create or perpetuate any agency or employer-employee relationship between the City and the Media Artist. Media Artist shall have no authority to bind the Company or to execute documents on behalf of the Company.

11. RESPONSIBILITY FOR TAXES. Media Artist shall be responsible for the payment of its own federal, state and local taxes and shall file all required tax returns related to the performance of its duties as an independent Contractor under this Agreement.

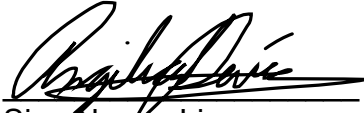
12. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart by hand or via electronic or digital signature. Each counterpart shall be deemed to be an original once it is executed and delivered and all the counterparts shall constitute one and the same instrument when taken together. This Agreement shall become binding when one or more counterparts taken together shall have been executed, delivered, and exchanged by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 22 day of September 2020.

THE CITY OF HAPEVILLE (LICENSEE)

LICENSOR

Alan Hallman, Mayor



Sign Name, Licensor

Angelica Perez-Castro
Print Name, Licensor

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney

**2020-2021 SOUTHERN CIRCUIT – MEDIA ARTIST AGREEMENT
ATTACHMENT A**

In respect to this project, **the City** shall provide the services as follows:

City will provide all A/V equipment for public viewing
City will provide promotional materials

In respect to this project, the **Media Artist** shall perform the services and allow access to their work as follows:

Media Artist will provide access to the films and/or hard copy of the film for public viewing.

**MEDIA ARTIST AGREEMENT
ATTACHMENT B**

The following list provides details for the locations and dates for activities.

Activities will take place October 31st – November 1st, 2020. Location is Jess Lucas Park, 680 S. Central Avenue, Hapeville, GA 30354