

Waiver of Proprietary Rights

for Artwork Placed Upon PRIVATE PROPERTY under VARA and CAPA

The artist, <<INSERT NAME OF ARTIST>>, has designed a work of visual art ("the Artwork") as described below. The Artwork will be located at the address below, with consent from <<INSERT NAME OF PROPERTY OWNER>> (hereinafter referred to as the "Property Owner").

DESCRIPTION: [type, mural, medium]:

TITLE, DATE: _____

DIMENSIONS: _____

ADDRESS/LOCATION: _____

As a condition of the Property Owner's approval and authorization to create the Artwork on the Property, Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (collectively "Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Property Owner or any future owner of the Property. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Artwork, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Property, and its agents, officers and employees, for Modification of the Artwork.

The Property Owner, or any future owner of the Property, has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part without prior notice to the Artist. However, if the Property Owner, or any future owner of the Property, modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

The Property Owner has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the Property Owner's authorization. However, the Property Owner may pursue claims against third parties for modifications or damage or to restore the Artwork if the Artwork has been modified without the Property Owner's or Artist's authorization. In the event that the Property Owner pursues such a claim, Property Owner shall notify the Artist, and Artist shall cooperate with the Property Owner's efforts to prosecute such claims.

Artist bears the sole responsibility for providing the San Francisco Arts Commission and Property Owner with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Arts Commission: 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102 and to the Property Owner: <<INSERT ADDRESS FOR NOTICE>>.

PROPERTY OWNER

Property Owner: _____

(or Authorized Agent): _____

Address: _____

Email: _____

Phone: _____

SIGNATURE: _____

DATE: ____/____/____

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Artwork.

Artist: _____

Address: _____

Email: _____

Phone: _____

SIGNATURE: _____

DATE: ____/____/____

For more information regarding VARA and CAPA:

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/visual-artists-rights-act>

<http://www.sfartscommission.org/our-role-impact/about-commission/policies-guidelines/california-art-preservation-act>