



## General VARA Waiver for Works of Visual Art

To be completed by the Artist, Property Owner, and Purchaser (if different than Property Owner)

I, \_\_\_\_\_, (printed name of Artist) hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art (Work):

Title of Work:

\_\_\_\_\_

Description of Work, materials to be used and estimated life span:

\_\_\_\_\_

\_\_\_\_\_

Location/Address, Neighborhood/District in Oklahoma City, OK:

\_\_\_\_\_

- I hereby acknowledge and attest that I am an author of the Work and I am authorized and fully capable of waiving the rights conferred by VARA, in accordance with the waiver provision of 17 U.S.C. § 106A(e)(1). \_\_\_\_\_
- I hereby acknowledge that the Work will be placed in the Location and will be, therefore, accessible to the public and be subject to environmental and other factors, both known and unknown. \_\_\_\_\_
- I further acknowledge that the Work may be destroyed, in whole or in part, for any reason or no reason, including, but not limited to, abuse, vandalism, neglect, property destruction, pestilence, repairs or renovations to the Location, or any other necessity otherwise occasioned, which requires removal of the Work, in whole or in part, from the Location. \_\_\_\_\_

Therefore, of his/her own free act, Artist hereby waives his/her VARA rights with respect to the uses specified above, and acknowledges that The City of Oklahoma City, or anyone duly authorized by The City of Oklahoma City, may have cause to remove said mural when to do so is determined to be in the best interest of The City. Artist hereby acknowledges that an Art Easement conferred by the property owner for affixing a mural on a particular property may specify a fixed period of time during which every effort



will be made by the property owner to allow such mural to remain. However, as Artist hereby further acknowledges, despite the specific term provisions of the Art Easement, a requirement for removal of the mural to accomplish the best interests of The City may occur, and the removal requirement on the part of The City may occur without opportunity for prior notice to Artist.

As such, and of my own free will, I hereby permanently and irrevocably waive any and all VARA rights pursuant to 17 U.S.C. § 106(a)(3) to prevent any removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work for any reason or no reason, and for any use of the Work that is undertaken that results in the removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_ (printed name of purchaser if different than property owner) do hereby acknowledge the VARA rights of attribution and integrity of Artist, including a copyright interest, as set forth above, and hereby commission Artist to create a mural for enhancement of the property at the Location set forth above.

Signature of Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_ (printed name of property owner) do hereby acknowledge the VARA rights of attribution and integrity of Artist, including a copyright interest, as set forth above, and hereby grant permission for Artist to create a mural for enhancement of the property at the Location set forth above. I hereby grant and convey unto (ARTIST), its employees and agents, an easement to assure the ongoing placement and maintenance of (ARTWORK), which is a work made for hire pursuant to the provisions of 17 U.S.C. §106A, commonly known as VARA, for a period of (\_\_\_\_\_ years) from the date of my signature, affixed hereto.

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_