

Waiver of Artist Rights Under the Visual Arts Rights Act (VARA) with Modifications

I, JULIA SCHILLING, have prepared designs for *Shift* to be placed in the Highland Underpass in Madison. *Shift* may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990 (Section 106A(a) of Title 17 of the U.S. Code). I am the author of the work described herein, and am authorized to waive the rights conferred by Section 106A(a) of Title 17 of the U.S. Code with the following modifications.

The City recognizes that visual artists enjoy certain moral rights as established and protected by the Visual Artist's Rights Act of 1990. The Artist recognizes that municipal artwork is unique and challenging to manage. The parties hereby expressly modify the applicable provisions of VARA as follows:

- A. **Copyright.** The Artist expressly reserves every right available to the Artist in common law or under the Federal Copyright Act and all other rights in and to the work except ownership and possession of the Work and any such rights as those limited or assigned by this agreement. The artist grants the City a worldwide, non-exclusive, royalty-free sub-licensable, and transferrable license to use, reproduce, distribute, publish, prepare derivative images of, and display Work in any print media, including photography, video, broadcast and Internet, for all legitimate business purposes including advertising and promotional activities.
- B. **Alteration of the Work.** The City agrees that it will not intentionally damage, alter, modify, or change the Work without first making reasonable effort to obtain the prior written approval of the Artist. If any changes, alterations or destruction occur to the Work after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Work, the Work will no longer be represented as the Work of the Artist upon receipt of a written request to that effect from the Artist or the Artist's heirs.

Nothing in this section shall preclude any right of the City to: 1) remove the Work from public display, or; 2) destroy the Work. If the City shall at any time decide to destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to reacquire the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction. Such removal of the Work shall be completed within sixty (60) days of receipt of the written notification to the Artist of the City's intentions to destroy the work or the Artist's right to reclaim the work and shall be deemed waived. The City and the Artist may mutually agree, in writing, to an extension of the sixty (60) day period for removal of the Work.

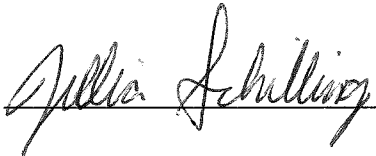
- C. **Repairs.** The City shall make good faith efforts to consult with the Artist concerning repairs and restoration of the Work.
- D. **Relocation.** The Work shall be placed on the Site designated in Attachment 2 of this Agreement. Should the Site prove to be unacceptable or unavailable to the City after the signing of the Agreement, an alternative site shall be mutually agreed upon by the Artist and the City. After the installation, the City agrees that it will attempt to notify the Artist if, for non-emergency reasons, the Work has to be removed and permanently relocated to a Site not specified in Section 2 of this Agreement. The Artist may advise the City regarding relocation of the work.

E. **Waiver and Termination of Rights.** The Artist agrees to notify the City in writing of any changes in the Artist's address within sixty days of that change. Failure to do so shall be deemed a waiver of those Artist's rights expressed in Section 18, Subsections A through E of this Agreement. Upon the death of the Artist, all of the Artist's rights expressed in Section 18 of this Agreement shall revert to the City.

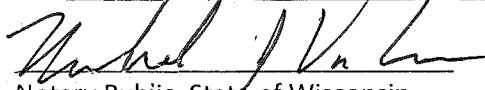
WAIVER

As author of the above-described work, I, "Artist," hereby acknowledge that I understand that VARA confers certain rights upon artists with regards to their works, including the rights of attribution and integrity. Artists may also have other such rights of the same nature granted by other federal, state, or foreign laws.

I hereby permanently waive my rights pursuant to Section 106A(a) of Title 17 of the U.S. Code and any related federal, state, or local laws, with the above modifications, that would otherwise prevent of any distortion, mutilation, modification or destruction of the work created under this contract. This waiver does not extend to the rights of attribution by Section 106A(a)(1) or Section 106A(a)(2) of Title 17 of the U.S. Code.

Date: 8/27/2019 Signature of Artist: 

Subscribed and sworn to before me
this 27 day of Aug, 2019



Notary Public, State of Wisconsin

My Commission expires: FEB. 19, 2021