

## SKY ART PROJECT ARTIST AGREEMENT

This Sky Art Project Artist Agreement (“Agreement”) is made by and between Houston First Corporation, a Texas local government corporation (“HFC”) whose address is 701 Avenida de las Americas, Suite 200, Houston, Texas 77010 and [TBD] (“Artist”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Artwork. As used in this Agreement, the term “Artwork” means the original artistic work created solely by Artist for HFC entitled “[TBD]”, being more particularly described as follows [TBD].

2. Honorarium. HFC agrees to pay Artist a fixed lump-sum fee of [TBD] (“Honorarium”) for all rights granted HFC under this Agreement, due and payable within 21 days of the Effective Date, subject to prior receipt of a W-9 from Artist. Artist acknowledges that the Honorarium represents the entire amount due Artist under this Agreement and that there shall be no reimbursable expenses of any kind or type.

3. Representations. Artist represents and warrants to HFC that: (a) the Artwork is the unique creation of the Artist, over which Artist has all necessary rights, title and interest, including copyright; (b) no identical or greatly similar Artwork has been created by Artist; (c) Artist shall not make any identical Artwork in the future, nor shall Artist grant permission to others to do so; (d) the Artwork does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Artwork does not contain libelous, defamatory, or other unlawful content; (f) the Artwork is free and clear of liens or encumbrances from any source whatsoever; (g) Artist knows of no adverse claims to the Artwork; and (h) neither the Artwork nor any portion thereof is in the public domain.

4. License. As a material inducement to HFC to enter this Agreement, Artist grants to HFC an irrevocable, royalty-free license to create, use, reproduce, display, edit, exploit, exhibit, publish, transmit, and distribute photographs, images, recordings, models, and other multi-dimensional physical or digital representations of the Artwork (including derivative works), or any portions thereof, in any commercial or non-commercial form, media or medium, now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, in advertising, merchandise of any kind or type, marketing materials, webpages, broadcasts, banners, billboards, posters, postcards, calendars, kiosks, e-mails, and publications. Artist represents to HFC that Artist has full right and authority to grant the foregoing rights and warrants that this agreement does not violate the rights of any person or organization.

5. Indemnification. **ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HFC AND GREATER HOUSTON CONVENTION (COLLECTIVELY, “INDEMNITEES”) HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DAMAGE, FINE, LIABILITY, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ARTIST’S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION INACCURACIES IN OR BREACHES OF ARTIST’S REPRESENTATIONS AND WARRANTIES HEREUNDER, EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF INDEMNITEES.**

6. Limitation of Liability. Artist agrees that the potential remedies of Artist shall be limited to an action at law for money damages for breach of contract and in no event shall same have any right to seek or obtain any form of equitable relief or to rescind or terminate this Agreement or any of the rights granted to HFC hereunder. **HFC SHALL NOT BE LIABLE TO ARTIST FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF HFC HAD**

**BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.**

7. Force Majeure. Neither party shall be liable to the other for delay or failure to perform any obligation required under this Agreement resulting from a natural disaster, act of terrorism, riot, strike, or other occurrences of like nature.

8. Termination. Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default within 30 calendar days of receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If the defaulting party cures the default before the termination date stated in the notice, then the termination shall be ineffective. If, however, the defaulting party does not cure the default before the termination date, then this Agreement shall terminate without further notice on the termination date stated in the notice.

9. Notices. Notices required hereunder shall be in writing and shall be deemed received when actually received or, if earlier, on the third day following deposit with the United States Postal Service by registered or certified mail return receipt (or electronic return receipt) requested or national overnight express delivery service.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, assigns, and all other persons claiming by, through or under them. Artist shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of HFC. HFC shall have the right to assign this Agreement and any rights granted hereunder in its sole discretion without notice to Artist.

11. Non-Waiver. Failure of HFC to insist on the strict performance or exercise any rights or remedies accruing hereunder upon default shall not be considered a waiver of the right to insist on and to enforce, by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

12. Independent Contractor. The relationship of Artist to HFC shall be that of an independent contractor. No principal/agent, partnership, joint venture, employment, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

13. Survival and Severability. Artist shall remain obligated to HFC under all provisions of this Agreement that expressly or by their nature extend beyond the completion of the Event or termination of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

14. Governing Law/Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

15. Extent of Agreement. This Agreement represents the entire and integrated agreement between HFC and Artist and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties. This Agreement shall be effective for all purposes as of the date of countersignature by HFC (the "Effective Date").

[signature page to follow in final agreement]