

ARTIST AGREEMENT

THIS AGREEMENT is made this ___day of ____, 202__, by and between Ken Herndon Properties, LLC (“Administrator”) and _____ (“Artist”), as follows:

1. Administrator is the producer and administrator of an outdoor art installation project, having the working title, “Ali Wall Art & Ali Life Walk Project”, namely, eighteen (18) artworks depicting Muhammad Ali selected by Administrator pursuant to a national call for art (individually, each a “work”) to be reproduced, installed and displayed, subject to receipt of authorization from Project Site owners and operators (collectively, “Project Constituents”), on north-facing sections of the Louisville Flood Wall between 6th and 7th Streets (“Project Site), accompanied by landscaping, including without limitation, sidewalk, bench strip, lighting and signage, (collectively, “Project”). The cost of Project is being underwritten by sponsors providing funds at various levels (“Sponsors”) who will be granted rights to use photographs of the completed Project, including without limitation, Work, pre-approved by Administrator, to advertise and promote Project and Sponsors’ sponsorship thereof on Sponsors’ respective websites. Artist is the creator of the artistic work attached hereto and incorporated by reference herein as Exhibit A (“Work”). Administrator has selected Work for inclusion in Project, and subject to the terms and conditions of this Agreement, Artist hereby licenses and authorizes Administrator’s use of Work in Project.

2. Upon entering into this Agreement, Artist will transfer to Administrator materials and media embodying, describing and/or depicting Work, in the form and format specified by Administrator, for Administrator’s use under this Agreement, including without limitation, if chosen by Administrator, in its discretion, pursuant to the Project Call for Art, Administrator’s inclusion of Work in Project.

3. If Work is selected for inclusion in Project, upon Project commencement, Artist will receive a one-time fee of \$2,000, which Artist acknowledges to be valuable consideration, and in consideration thereof, Artist grants to Administrator the right to use Work in Project, and in connection therewith, grants Administrator a royalty-free, universal, perpetual and irrevocable license to reproduce Work for installation and display as part of Project and to reproduce, transmit and display Work as part of Project in Administrator’s advertising, marketing and promotion, including without limitation, its website, and licenses Administrator to grant to Project Constituents and Sponsors by sublicense the right to display and transmit photographs of the completed Project, including Work, to advertise, market and promote Project and Project Constituents’ and Sponsors’ support thereof on their respective websites, which license and sublicenses will be otherwise royalty-free, universal, perpetual and irrevocable. Further, in consideration thereof, Artist grants to Administrator the right to use Work in connection with Project advertising, marketing and promotion, in every form and media, whether now or later known. For purposes of this Agreement, “Project Commencement” will be deemed to occur when Administrator obtains (a) authorization for Project from U.S. Army Corps of Engineers, (b) underwriting sponsorship funds totaling at least \$400,000, and (c) receipt by Administrator of a high resolution jpeg form of work from Artist, meeting the requirements set forth in the Project Call for Art.

4. Artist also grants to Administrator the right to use Artist's name, image, likeness and biographical information and all or part of Work, as it appears prior to, during and following installation of Work as part of Project Site, as informational elements included in Project, in connection with fund raising, advertising, marketing and promotion of Project, including but not limited to Work, and as part of Project Site.

5. Artist will receive credit in connection with Project substantially in compliance with Exhibit B attached hereto and incorporated by reference herein. Artist acknowledges and agrees that Administrator has design, construction and curatorial discretion with respect to Project, including without limitation with respect to the design and placement of such credit. Artist further acknowledges and agrees that the unintentional error or omission of any credit to Artist will not be a breach of this Agreement and will in no event be grounds for any kind of injunctive relief; rather, upon written notice to Administrator, Administrator will take reasonable steps to prospectively cure the error or omission.

6. Artist is an independent contractor, using Artist's own means and methods to create Work. Nothing in this Agreement or otherwise is intended or to be construed to create an employer-employee, master-servant, joint venture or partnership relationship between Artist and Administrator. Artist agrees that Artist is solely responsible for payment of all taxes and contributions owing in either a personal or professional capacity on, or arising out of, any payment made to Artist under this Agreement and to indemnify Administrator for any such taxes, contributions or penalties Administrator may be compelled to pay. As an independent contractor, Artist shall not and hereby waives any right to participate in any benefits under any compensation arrangement or employee benefit plan sponsored, maintained by or contributed to by Administrator, regardless of whether or not Artist subsequently is reclassified as an employee of Administrator by Internal Revenue Service rules, regulation or the interpretation thereof, or otherwise.

7. Artist and Administrator each represent and warrant to the other that they are authorized to enter into this Agreement. Artist represents to Administrator that Work is original and does not infringe or violate any copyright, trademark, patent or other proprietary or contract right of any third party; that Artist has the right to confer the license and sublicense rights granted herein and that doing so does not violate any contract right of any third party; that Artist is the owner of all right, title and interest in Work, including without limitation copyright; and that, if applicable, Artist has access to Work for purposes of reproducing Work in the high quality, high resolution jpeg form meeting the requirements set forth in Project Call for Art. Artist waives any so-called "moral rights" of authors, including but not limited to, any integrity or authorship attribution rights with respect to Work and agrees that Administrator may change, add to, subtract from, or otherwise modify Work in its discretion.

8. If Administrator deems it necessary in the future, Artist will execute and deliver to Administrator any documents which may be required to effectuate the terms of this Agreement.

9. This Agreement contains the entire agreement between Administrator and Artist with respect to its subject matter and replaces all other agreements by and between them with respect thereto. This Agreement can only be modified or changed in writing signed by both

parties. No waiver of any provision of this Agreement will be binding unless in writing and signed by the waiving party. This Agreement will be governed by the laws of Kentucky, and any disputes related to or arising under this Agreement will be adjudicated in the courts in Louisville, Jefferson County, Kentucky, to which jurisdiction and venue both parties consent as the exclusive jurisdiction and venue therefor.

**KEN HERNDON PROPERTIES, LLC
("Administrator")**

By: _____

Title: _____

Date: _____

ARTIST

By: _____

Date: _____