

Graphic Art Design Contract
City of Waukesha Logo

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Sarah Sallman, 316 North Racine Avenue, Waukesha, Wisconsin 53186, referred to herein as the Artist. Together, the City and Artist are referred to as the Parties.

Recitals

The City wishes to replace its logo and create a consistent theme for all City graphics. Artist has the ability to create a new logo and graphic theme for the City, and is willing to do so.

Now, therefore, City and Artist agree and contract as follows:

1. **Scope of Work.** Artist shall create a logo for the City, using the 125th Anniversary logo previously created by Artist as the design theme, subject to the Artist's artistic discretion and the City's requests, which the Artist shall accommodate as far as reasonably possible. Artist shall also create logos for individual City departments specified by City, as requested by City. The department logos shall be similar in theme to the City logo created by Artist, and be subject to the City's requests, which the Artist shall accommodate as far as reasonably possible. The creation of these logos is referred to as the Work. The Work shall be delivered to City in electronic format, as Adobe Illustrator vector graphics files, .jpeg files, and .pdf files, or in such other formats as the City requests and Artist has the capability to produce.
2. **Mock-Up, Finalization of Design, and Completion of Work.** Artist shall deliver mock-ups of logo designs by September 1, 2021. City shall then review the mock-ups and present requested changes to Artist, and discuss the requests with Artist. Artist shall accommodate City's requested changes to the extent possible, but shall also make suggestions to improve City's requests. Artist shall revise the design up to three times to accommodate City's requests, and if further changes are requested by City, the parties shall negotiate additional payment for Artist's additional work. After City and Artist have arrived at the final designs by mutual agreement, Artist shall complete the Work according to the final designs no later than 14 days after the designs are finalized.
3. **Payment.** The City shall pay to Artist Three Hundred Dollars (\$300.00) for the creation of the City logo, within 30 days after delivery of the final design. City shall also pay Artist for individual department logos, on an hourly basis, at One Hundred Dollars (\$100.00) per hour with a minimum of 1 hour per additional logo. Artist shall invoice City for individual department logo work, and invoices shall be payable within 30 days of the date of invoice.
4. **Assignment Prohibited.** This Contract, and the Artist's responsibility to complete the Work, may not be assigned in whole or in part by the Artist without the City's written consent.
5. **Ownership of Work, Warranty of Title.** Upon full payment to the Artist pursuant to section 3, title to the Work created under this Contract shall pass to the City, and Artist warrants to the City that title to the Work shall be free and clear of all claims, liens and encumbrances. Artist acknowledges that the Work shall be a work for hire, and that upon payment of the full Contract Price stated in section 3, all of Artist's copyright in the Work shall be assigned to the City.
6. **Amendment.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Artist, shall be effective unless done by the written mutual agreement of the Parties.

7. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
8. **Integration.** This Contract constitutes the entire agreement of the Parties, and any other oral agreements or understandings, not expressed in a written, mutually-executed amendment to this Contract, shall be void.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Gina L. Kozlik, City Clerk
Date:_____

To certify that funds are provided for payment:

Bridget M. Souffrant, Finance Director
Date:_____

Artist

Sarah Sallman
Date:_____