

AGREEMENT FOR DIGITAL PHOTOGRAPH

GRAND JUNCTION, COLORADO

Community Recreation Center Acoustic Panel

This Agreement is entered into on March 19 2026 by and between the City of Grand Junction, Colorado (herein after called "the City") and Steve Traudt (hereinafter called "the Artist").

Recitals

The City has allocated funding to acquire a digital photograph for the Community Recreation Center Lounge Acoustic Panel which has been produced by The Artist. The photograph will be submitted as a digital file and will be printed and installed by another vendor. The Artist and photograph was selected by the Commission on Arts and Culture and representatives from the City of Grand Junction from the submissions obtained by a public Call for Artists.

Upon submission and acceptance, the photograph will become part of the City's permanent collection, owned by the City (subject to terms hereinafter set forth).

Based on these foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1. Artist's Responsibility
 - A. The Artist shall perform all services and be responsible for all expenses and equipment necessary to submit the digital photograph consisting of the Grand Junction valley from the perspective of the Colorado National Monument as seen in the attached submission from The Artist.
 - B. The Artist's services shall be performed in a professional, timely, and workmanlike manner, and in strict compliance with all terms and conditions in this Agreement. The Artist is responsible for all costs, expenses, and fees associated with the submission of the photograph.
 - C. The Artist is an independent contractor and not an agent or employee of the City.
 - D. In providing the digital photograph, the Artist shall comply with all applicable federal, State and City laws, rules, and regulations, including but not limited to, applicable copyright laws.

- E. The Artist shall indemnify and hold the City harmless from any damage or injury claims made by a third party(ies) arising during the process and caused, or claimed to be caused by such process, including harm to himself, to others including the public, or to the Artwork.
- F. The Artist shall provide the City with a Certificate of Authenticity for the Artwork.
- G. The Artist is solely responsible for the compensation and for the work of every contractor and other person they engage to assist them in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker's compensation insurance, in amounts required by Colorado law.

1.2 City's Responsibility

- A. The City will provide the Artist information for the final digital submission.
- B. The City will provide payment to the Artist in a timely fashion as outlined in the Payment Schedule in Article 5 of the Agreement.
- C. The City will designate a representative (see Article 1, Section 1.1 C above) with whom the Artist should communicate and coordinate when necessary, and the City Representative has the authority to make decisions for the City with regard to the matters described herein, including, but not limited to inspection and approval of the digital photo, determining official receipt of the digital photo , approving payments to the Artist.

ARTICLE 2. PHOTO CHANGES

- A. Alterations to the Photo – Following execution of this contract, the Artist will not alter the photo in any way to that that was submitted for consideration and award during the evaluation process for this project, unless otherwise approved by the City's authorized representative

ARTICLE 3. COMPLETION DATE

The Artist agrees to complete and deliver the digital photograph for the Community Recreation Center Acoustic Panel by February 28, 2026.

Late Fees: If the Artist fails to deliver the digital file by February 28, 2026, a late fee of \$100 per day will be levied, beginning on March 1, 2026, and continuing at \$100 per day for

every day until the day the file is successfully delivered, and accepted by the City. This late fee shall not apply to delays caused by the City or acts of God.

ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The digital photo will be deemed to be accepted by the City after the following requirements have been satisfied:

- (1) The digital photograph is completed and delivered in accordance with this Agreement, and approved, and the City has verified this; and
- (2) The Artist has delivered to the Commission on Arts and Culture the following:
 - (a) An executed bill of sale.
 - (b) Certificate of Authenticity

ARTICLE 5. PAYMENT SCHEDULE

The City shall pay the Artist a fixed fee of \$1,000 (one thousand dollars) which will constitute full and complete compensation for all services performed, and digital file(s) furnished and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the City will pay the Artist as follows:

- A. One payment of \$1,000 shall be made upon the execution of this contract and after the delivery of the digital photograph file. .

ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the photograph is unique and solely the result of the creative efforts of the Artist and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the photograph is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same photograph for sale elsewhere within a 200-mile radius of Grand Junction.
- D.

ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the photograph that the court(s) in the venue of this Agreement afford to them, except as specified in Article 6 Section C. The Artist specifically agrees that the City, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the photograph graphically, in photographs, drawings, or computer-generated images for any City business, including advertising, promotions, visitor and convention activities, and economic development activities. The City agrees that whenever appropriate such graphic reproductions of the photograph will include the Artist's name, in such a manner and location as will comply with U. S. copyright law.
- B. The City acknowledges the existence of a 1990 federal law regarding Artist's rights which limits the City's unilateral ability to modify the photograph without advance notice to the Artist; however, the Artist agrees that the photograph, and all components and elements thereof, are the property of the City. The Artist agrees that the City has the right to unilaterally, without Artist's knowledge or consent, repair, remove, relocate, replace, sell, or store the photograph. While it is the City's intent to permanently retain and maintain the photograph as described herein, over time future citizens and City Councils may determine that the City should remove it or otherwise dispose of the photograph, and the City reserves that right. If the City alters, modifies, or changes the photograph, it will not thereafter represent the altered work as that of the Artist without their consent.
- C. The Artist agrees to indemnify and hold the City harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.

ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the City harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the City's acceptance of the Artists work or the use by the City, or any of its officers or agents, of articles or services supplied in the performance of the Agreement, whether or not such claim (s) is (are) frivolous.

ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the City is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the City. Alternatively, the City may terminate this Agreement.

In the event of the death of the Artist, this Agreement shall terminate. The Artist's executor shall deliver the photograph, in in digital form to the City. The City has the right to have a photograph provided by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

ARTICLE 10. TERMINATION OF AGREEMENT

The City may terminate this Agreement if the Artist fails without cause to deliver the digital photograph as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain a 10% fee out of the initial 50% paid to them when the Agreement was executed but shall return to the City all other compensation paid to them under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said City funds, the City shall have the right to take possession of the photograph, in digital form and the City has the right to have a photograph provided by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the City Representative:

City: Haley Van Camp, GJ Parks & Recreation
City of Grand Junction

Artist: Steve Traudt
(970) 260-7723

Grand Junction, CO 81501
970-254-3876


synvisphoto@gmail.com

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the City except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 13. LAW AND VENUE

The laws of the City of Grand Junction, Mesa County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Mesa County, Colorado.

Signed:

Signed by:  Date: 3/19/2026
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Steve Traudt

(970) 260-7723
synvisphoto@gmail.com

DocuSigned by:  Date: 3/19/2026
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Duane Hoff Jr., Contract Administrator City of Grand Junction

Duane Hoff
City of Grand Junction
250 N 5th St, Grand Junction, CO 81501

