



EXHIBIT B Waiver and Release of VARA, CAPA, and other Artists’ Rights

Waiver and Release of VARA, CAPA, & Other Artists’ Rights

In consideration for the City of Richmond (the “City”) selecting _____ (the “Artist”) to create artwork for a public art project as further described below (the “Artwork”), the Artist hereby acknowledges and agrees, on behalf of himself or herself, and his or her organization, employees, agents, and/or volunteers, to the following:

VARA/CAPA Release and Waiver

Artist hereby waives any and all rights Artist may have with respect to the Artwork (as further described below) under the federal Visual Artists Rights Act of 1990 (17 U.S.C. sections 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code sections 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, Cal. Civil Code § 987 et seq. The provisions of this paragraph shall apply to modify Artist’s rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§ 106A and 113(d) (“VARA”), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 (“CAPA”), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the City of Richmond, its officers, officials, employees and agents. The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the images of the Artwork.

Title of Artwork or Public Art Project: _____

Location Of Artwork or Public Art Project: _____

Description of Artwork or Public Art Project:

Artist Name/Organization: _____

Artist’s Address: _____

Artist Signature:

Date: