**WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Artist”), hereby represent and warrant that the Artist designed and constructed the **[SPECIFY TYPE OF ARTWORK]** at **[SPECIFY LOCATION OF ARTWORK]** (the “Artwork”). Artist represents and agrees that the Artwork is considered to be a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. Section 106(A)(a), in accordance with the waiver of 17 U.S.C. Section 106(A)(e)(1).

Artist, as author of the Artwork, hereby agrees to permanently waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as my arise under the Visual Artists Rights Act 1990, 17 U.S.C. Sections 106(A) and 113(d) (“VARA”), or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same of similar rights (“Moral Rights Laws”), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Mayor and City Council of Baltimore, its officers, employees, agents, contractors, licensees, successors or assigns (the “City”). Artist hereby waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Artwork, and its agents, officers and employees, for physical defacement, mutilation, alteration, distortion, destruction, or other modification of the Artwork.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City’s sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the City’s authorization. However, the City, in its sole discretion and without notice to Artist, may pursue claims against third parties for modifications or damage or to restore the Artwork if the Artwork has been modified without the City’s authorization.

If the City modifies the Artwork without Artist’s consent in a manner that is prejudicial to Artist’s reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist hereby understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the Artwork.

**ACKNOWLEDGED AND AGREED:**

**ARTIST**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_