

EXHIBIT 4

COPYRIGHT ASSIGNMENT OF DESIGN PROPOSAL TO THE CITY OF POMPANO BEACH

This Copyright Assignment (the "Assignment") is made and effective as of _____, 20__ ("Effective Date") pursuant to an Agreement For Commissioned Design Proposals dated _____, 20__ (the "Agreement") between William Savarese, Inc., a Florida for-profit corporation ("Artist") and the City of Pompano Beach, a Florida municipal corporation ("City") concerning a public art project identified as "Asphalt Art – The Crossroads Connection."

RECITALS

WHEREAS, pursuant to the aforesaid Agreement, the City commissioned Artist to conduct various public engagement activities that would culminate in Artist creating twelve (12) designs for four (4) asphalt murals and eight storm drain murals to reflect what those living in the community would like to see (the "Design Proposals").

WHEREAS, the Design Proposals Artist created pursuant to the Agreement between the parties is depicted and more particularly described in Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, it is ARTIST's intention to assign and transfer to City all of Artist's right, title and interest in and to the Design Proposals; and

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Artist represents and warrants as follows:

1. Assignment of the Design Proposals

As of the Effective Date stated above, Artist does hereby forever grant exclusively to City for its use and disposition without reservation, all ownership rights, physical custody and control of said Design Proposals, including, but not limited to, all rights to reproduce, publish, adapt, modify, distribute, display, publicize, and transmit the Design Proposals (digitally or otherwise); all income, royalties and damages hereafter due or payable with respect to the Design Proposals; create derivative works based on the Design Proposals; use the copyright or assign it to a third party; and to sue a third party for past, present or future infringement or misappropriation of the Design Proposals.

2. Consideration

As consideration for assignment of the Design Proposals and Artist's representation and warranties in this Assignment, City has promised to pay Artist a maximum not-to-exceed total amount of Twenty One Thousand Two Hundred Dollars (\$21,200) payable in four installments per the Agreement between the parties, the last installment of which City has agreed to pay in

full within fourteen (14) days after the City Commission of Pompano Beach has approved all twelve of the Design Proposals and which shall not exceed Seven Thousand Dollars (\$7,000).

3. Artist's Representations, Warranties and Waiver

Artist hereby represents and warrants to City that:

- (a) Artist is the sole owner of all right, title, and interest in and to the Design Proposals;
- (b) The Design Proposals is original, not in the public domain, not plagiarized, and does not contain anything that is libelous or obscene;
- (c) Artist has not assigned, transferred, licensed, pledged, sold or otherwise encumbered the Design Proposals or agreed to do so thereby warranting them free and clear of all encumbrances and there are no other permissions that need to be obtained in order for this Assignment to be completed;
- (d) Artist has full power and authority to enter into this Assignment and to make the assignment as provided in Paragraph 1 above;
- (e) As the original creator/owner of the Design Proposals to be given to the City for public display, Artist has not copied or reproduced in any way, anyone's original work in this final submitted product given to City and therefore Artist is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights, including existing intellectual property rights, rights of privacy and any other rights;
- (f) Artist is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (g) Artist was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Design Proposals assigned in Paragraph 1 above;
- (h) Artist understands and agrees the provisions of this Assignment shall control over the provisions of 17 U.S.C. Section 106 (A)(a) and shall constitute a waiver by Artist of any rights in the Design Proposals set out on or otherwise granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990;
- (i) Artist agrees to agree to release and hold harmless the City, its officers, agents and employees, from any and all liability, including claims which arise from any negligence, omission, copyright or statutory violation, and for any loss, damage or misuse of the Design Proposals which occurs while on display by the City;
- (j) Artist shall provide prompt assistance and cooperation in the prosecution of legal proceedings involving said Design Proposals or derivative works therefrom, said

registrations granted thereon, including proceedings before the Copyright Office of the United States or any foreign country, and for court actions, provided however, that the expense which may be incurred by Artist lending such assistance and cooperation shall be paid by City; and

- (k) Artist understands and agrees the Design Proposals may become an integral part of the City's display and depiction and/or copy of the Design Proposals may be integrated onto the City's display so that its image can be viewed by the public. Said integration and use of the image of the Design Proposals may subject it to future removal or other modification by reason of its integration onto the City's display. Notwithstanding the foregoing, Artist does hereby consent to incorporation of the Design Proposals onto the City's display and waives any rights in the Design Proposals granted by 17 U.S.C. Section 106 (A)(a), Visual Artists Rights Act of 1990.

Artist agrees to immediately notify City in writing of any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

4. Documentation

Artist warrants that as soon as is reasonably possible following a request from City, Artist shall provide City with a complete copy of all documentation in Artist's possession that relates to the Design Proposals for the City's own use, is needed to meet record-keeping requirements of the City, or allows City to assert its rights granted pursuant to this Assignment.

Artist warrants that as soon as is reasonably possible following a request from City, Artist shall also:

- (a) Promptly execute any and all additional documents, including any separate assignments of the Design Proposals which are deemed necessary or desirable by City to perfect in it, the right, title and interest herein conveyed;
- (b) Generally, do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) Promptly execute all documents reasonable and necessary for City to obtain a copyright on the Design Proposals and/or on any continuing, divisional, or reissue applications thereof.

5. No Further Use of Design Proposals

After the Effective Date, Artist agrees to make no further use of the Design Proposals or any derivatives thereof, except as authorized by the City's prior written consent and Artist agrees not to challenge the City's use or ownership, or validity of the Design Proposals provided, however, that Artist shall retain Artist's rights to be identified as the Artist whenever the Design Proposals are reproduced, published, distributed, or otherwise publicly displayed.

6. Successors and Assigns

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

7. Notice

Any notice or other communication provided for herein or given hereunder shall be in writing and given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

If to the Artist:

William Savarese, President
William Savarese, Inc.
761 NE 8th Street
Pompano Beach, FL 33060

If to City:

City Manager
P.O. Box Drawer 1300
Pompano Beach, FL 33060

8. Severability

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9. Entire Assignment

This Assignment, together with Exhibit 1, constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral.

10. Severability

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

11. Headings

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

I represent that I have carefully read and understand the entire contents of this Copyright Assignment, that I have the authority, either on behalf of myself or as agent for the Artist/Owner of the Design Proposals to sign this Agreement, and that I have signed on my own free will.

Witnesses:

William Savarese, Inc., a Florida for-profit company

Joanne Dubuisson
Joanne Dubuisson
Print Name

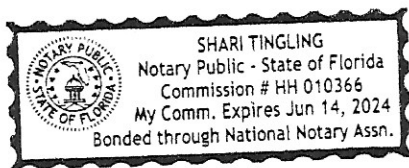
BY: [Signature]
William Savarese, President

Rose Darden
ROSE DARDEN
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of November, 2020, by **WILLIAM SAVARESE** as President of **William Savarese, Inc.**, a Florida for-profit corporation, who is personally known to me or who has produced Florida D/L (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Shari Tingling
Name of Acknowledger Typed, Printed or Stamped

HH 010366
Commission Number

FP:jmz
11/3/20
l:Agr/CulturalArts/Copyright Assignment of Work for William Savarese/2021-114