

**Property Owner Agreement**  
**Calexico Arts Commission Community Mural Project in Calexico,**  
**CA**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Calexico and the Calexico Arts Commission Community Mural Project (hereinafter collectively referred to as "City") and \_\_\_\_\_ (hereinafter referred to as "Owner") owner of property/building located at \_\_\_\_\_, in the City of Calexico, California.

WHEREAS, the City, through the Calexico Arts Commission, has developed the Community Mural Project, the purpose of which is to display the work of artists of diverse racial, sexual, and cultural identities. The program shall also strive for diversity of style, scale, media and numbers of artists, represented in a series of murals on buildings in the City of Calexico; and

WHEREAS, the Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, the nature of the Community Mural Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Owner hereby agrees to allow the City to have a mural mounted or painted on the \_\_\_\_\_ wall of the building located at \_\_\_\_\_. The dimensions of the mural will be dependent upon the subject and project. The mural shall be allowed to remain on the wall for a period of ten (10) years. This Agreement may be extended for successive five (5) year periods upon the written extension between the Owner and the City prior to the end of the initial ten-year period. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Owners use, occupancy, or control of the property, then at the Owner's sole discretion the Owner has the right to cancel this Agreement upon six (6) months written notice to the City.

2. The City agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The murals will be applied directly to the wall on a pre-primed surface provided for the artist. The Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the City at its cost and the mural's condition shall not be allowed to deteriorate. The City agrees to keep Owner's property lien-free in connection with such work or project.

3. The Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.

4. The Owner agrees to indemnify and hold the City and its commissions, including the Calexico Arts Commission, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Owner's representations and promises and performance of obligations under the Agreement.

5. The subject matter for the mural and the selection of the artist shall be the sole responsibility of a Community Mural Project Artistic Committee. Composition of the Community Mural Project Artistic Committee is at the discretion of the Community Mural Project.

6. Any dispute hereunder between the parties shall be resolved by resort to non-binding mediation in accordance with the standards and procedures of the American Arbitration Association.

7. This Agreement shall be subject to and governed by the laws of the State of California.

8. Any notices required pursuant to this Agreement shall be served at the following addresses:

**City/Community Mural Project:**

**Owner:**

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\_\_\_\_\_

9. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

Signatures:

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City/Community Mural Project

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Property Owner/Authorized Signatory