

AGREEMENT FOR MURAL INSTALLATION

This Agreement for Mural Installation (the "Agreement") is made effective as of the ____ day of _____, 2026, by and between the CITY OF EL MIRAGE, an Arizona municipal corporation (the "City") and _____ ("Owner" and collectively with the City, the "Parties" and each, a "Party").

The Owner agrees to allow the City to contract with an artist (the "Mural Artist") to create a four foot by six foot (4'x6') canvass painting to be transferred by printing onto an adhesive vinyl material which is then placed and installed as a mural approximately 12'x44' (the "Mural") on the exterior walls of the Owner's property located at 12013 W. Thunderbird Rd. El Mirage, AZ. 85335 (the "Property") pursuant to the terms of this Agreement.

- 1. Term.** This Agreement shall be effective perpetually, except as provided for herein.
- 2. Content.** The design and content of the installation of the Mural shall be family friendly and not contain any nudity, sex, horror, profanity, racial slurs, drug use, racism, obscenity, references to political candidates or parties, or objectionable images or representations as mutually determined and agreed to upon by the Parties. The Parties further agree that the design and content of the Mural shall complement the Owner's building and businesses conducted therein and shall be appropriate for such uses.
- 3. Preparation and Installation.** The City will paint the building on the Property prior to installation of the vinyl Mural. Primary building and trim colors will be agreed up between the City and Owner prior to the start of painting. Once the painting is complete and dried, the City will install or have installed by a contractor of its choosing the vinyl mural on the Property. The City will provide ___ days' written notice to the Owner prior to commencement of the installation of the vinyl mural.
- 4. Ownership of the Mural.** The Parties hereto agree that upon the Completion Date, the City shall be the owner of the Mural, and will therefore have all ownership rights in the Mural, however the Mural Artist will retain his/her copyright interests in the original painting for all purposes unless and to the extent otherwise specifically provided for in this Agreement. Mural Artist shall irrevocably and forever waive, and agree never to assert, any attribution or integrity rights in or to the Mural which Mural Artist may now have or which may accrue to Mural Artist's benefit under U.S. or foreign copyright or other laws, including under 17 U.S.C. § 106A or equivalent Arizona state law, and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Mural Artist shall allow Owner the rights to reproduce and use images of the Mural to the extent provided in Section 6 below.
- 5. Costs and Expenses.** All materials and equipment required for the installation of the Mural shall be provided by the City, at its sole cost and expense. The City will retain a contractor of its choosing to install the adhesive vinyl Mural on the Property. The City agrees to indemnify, defend, and hold harmless the Owner from and against any and all liability relating to the engagement of the Mural Artist and installation of the adhesive vinyl Mural and for claims of any nature seeking payment or compensation asserted by the Mural Artist, or by Mural Artist's employees, agents or subcontractors.

6. Use. The Parties hereto agree that upon the Completion Date, the Owner shall be the owner of the Mural, however, the Mural Artist will retain his or her copyright interests in the artwork for all purposes, unless specifically excepted in this Agreement. Owner hereby grants to Mural Artist and the City, a non-exclusive, worldwide, royalty-free license to utilize, publish, print, or advertise the Mural in any form in perpetuity, commencing upon the Completion Date, unless modified in writing and signed by the Parties. The City hereby grants an irrevocable, non-exclusive, royalty free, worldwide license to Owner, and to Owner's contractors and subcontractors on behalf of Owner to: (1) reproduce and distribute images of the Mural in two-dimensional form for any noncommercial purpose; (2) reproduce and distribute images of the Mural in two-dimensional form for commercial purposes limited to the use and distribution of images of the Mural in digital and print media for promotional and marketing purposes of the Owner's business on the Property, or (3) for the use, lease, or sale of any portion of the entirety of the Property. Other than as provided for in this Section 6 herein, Owner shall not reproduce or use images of the Mural. Owner will credit Mural Artist by their Artist Name in all reproductions unless otherwise agreed to in writing by and between Owner and Mural Artist. The Owner and the City shall not be held liable or responsible for any third-party use or copyright infringement claims in connection with unauthorized third-party use of the Mural or for any damage or alteration to the Mural caused by third-parties.

7. Maintenance, Repair, and Modification. Normal wear and tear or deterioration of the Mural is expected and is acknowledged by the Parties. Nothing in this Agreement requires any Party to maintain or repair the Mural including if and when a Mural has been damaged or altered, either intentionally or unintentionally, by a party other than Owner.

8. Owner's Obligations. The Owner hereby agrees that the Owner does not have a right to alter, modify, or change the Mural, except as specifically set forth herein. If Owner determines that Mural requires maintenance or restoration and such work will alter, modify, or change the Mural in any way whatsoever, the Owner agrees to notify the City at least thirty (30) days in advance of maintenance or restoration work. Upon such notification, Owner, the City or a third-party chosen by the City, shall have the right to repair, maintain, or remove the Mural in accordance with the terms of this Agreement. Owner retains the right to approve any such repairs, maintenance, or removals. If the Owner wants to remove or paint over the Mural, it must cover the Mural fully. The Owner shall notify the City of such intent not less than thirty (30) days in advance of such planned removal. Notwithstanding the foregoing, Owner agrees to retain the Mural in its completed condition for at least one (1) year from the Completion Date, unless the Mural has been altered or damaged by a third party within the first year of the Mural's Completion Date, in which case, Owner is under no obligation to repair or restore the Mural and Owner may remove or paint over the Mural prior to the first year Completion Date provided that Owner has provided the City with at least thirty (30) days' notice and given the City the opportunity to repair or restore the Mural to its original condition.

10. Right of Entry. The Owner hereby authorizes the City and its contractors or agents to enter the Property solely for the painting of the building, and preparation, installation and maintenance purposes stated herein. The City shall coordinate with Owner regarding the City's or the City's contractors' or agents' access to the Property and in connection with the scheduling of the painting

of the building, and preparation, installation, or maintenance of the Mural. During the installation period, the Owner authorizes the City or its contractors or agents to have access to and use Owner's water and electrical supply at the Owner's expense. The City and its contractors or agents hereby agree to use these utilities in a reasonable and sparing manner and to provide the Owner with prior notice of the periods of time such utilities are accessed. The City shall require its contractors or agents to, at all times, conduct themselves so as not to interfere with the operation of the Property by the Owner, or the use of the Property by other users. Owner reserves the right to require the City and the City's contractors or agents to suspend their activities on the Property if, in the Owner's reasonable discretion, such suspension is necessary due to an emergency or other event on the Property.

11. Insurance. Worker's Compensation and other general liability insurance coverage shall be maintained by the City and by the City's contractors and agents during the term of this Agreement. Owner shall carry its own liability insurance.

12. Liability/Indemnification. Each Party shall be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its employees, officers, or directors to the extent permitted by law. The City agrees to conduct its activities on the Property in a careful and workmanlike manner. As a material part of the consideration to Owner, the City agrees to assume all risks of damage to and loss or theft of the City's or Mural Artist's property while on the Owner's Property, damage to the Property, and injury or death to person(s) related to the City's use of the Property in connection with this Agreement. Each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and reasonable attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party, or its employees or agents arising out of this Agreement. When both Parties, including their respective employees or agents, participated in the liability-causing event, each party shall contribute a pro rata share to the common liability based upon its relative degree of fault; provided, however, if one party is deemed to be vicariously liable for the actions of the other party under the doctrine of a non-delegable duty, the party acting or failing to act in a manner that causes or allegedly causes the vicarious liability shall be solely liable. The City shall indemnify, defend, and hold Owner, its officers, officials, employees, and agents, from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any claim, demand, action or suit made or raised against the Owner by reason of Mural Artist's or the City's infringement of any trademark, copyright or any other intellectual property right of any third-party in relation to the Mural.

13. Termination. This Agreement may be terminated by either Party without cause by providing written notice to the other Party no less than sixty (60) days prior to the Completion Date. If either Party breaches any material term or condition stated herein, or fails to perform or fulfill any material obligation required by this Agreement, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party at least seven (7) days before the effective date of termination stated in the notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the non-breaching Party.

14. Notices. All notices shall be sent to the Parties at the addresses set forth herein, or such other address as any Party may provide to the other Parties from time to time in writing.

If to Owner: _____

If to City: City of El Mirage
10000 N El Mirage Rd.
El Mirage, Arizona 85335-3607
Attn: City Clerk

15. Integration; Severability. This Agreement, including any attachment hereto, shall constitute the entire understanding between the Parties. The terms of this Agreement can be modified only by an instrument in writing signed by both Parties. If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement shall be severable.

16. Independent Contractor Status. The City and the Mural Artist are independent contractors and not employees or agents of the Owner. No act or direction of the Owner shall be deemed to create an employer/employee or joint employer relationship. Owner shall not be obligated under any contract, subcontract, or other commitment made by the City, including but not limited to, any contract, subcontract, or other commitment between the City and Mural Artist.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The City shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Owner.

18. Governing Law. This Agreement in all respects shall be governed by the laws of the State of Arizona.

19. Execution of Document. This Agreement may be manually executed or executed using an electronic or digital signature in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when the counterparts have been executed by each of the Parties and delivered to the other Parties.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this _____ day of _____, 202_.

CITY:

CITY OF EL MIRAGE,
an Arizona municipal corporation

By: _____
Alexis A. Hermosillo, Mayor

ATTEST:

Jill Boltz, City Clerk

APPROVAL AS TO FORM

By: _____
Justin Pierce, City Attorney

OWNER:

By: _____
Name: _____
Its: _____