



City of Fort Pierce
Community Mural Project
Property Owner Agreement

This Agreement is made and entered into this ___ day of _____, 201___, by and between the City of Fort Pierce, Florida (hereinafter collectively referred to as "City") and HOYT C. MURPHY (hereinafter referred to as "Property Owner"), owner of property/building located at 415 GEORGIA AVENUE in the City of Fort Pierce, Florida.

WHEREAS, the City, through the Grants Administration Division, has developed the Community Mural Project, the purpose of which is to promote and commemorate Fort Pierce's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The project shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City of Fort Pierce; and

WHEREAS, the Property 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 Property 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 Property Owner hereby agrees to allow the City to have a mural mounted or painted on the east wall of the building located at 415 GEORGIA AVENUE.
2. 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 five (5) years.
3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon agreement between the Property Owner and the City. written extension between the Property Owner and the City.
4. 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 Property Owners' use, occupancy, or control of the property, then at the Property Owner's sole discretion,

the Property Owner has the right to cancel this Agreement upon six (6) months written notice to the City.

5. 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.

6. The Property Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Property 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.

7. The Property Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Property 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.

8. The Owner agrees to indemnify and hold the City and its commissions, 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 Property Owner's representations and promises and performance of obligations under the Agreement.

9. The City of Fort Pierce's Community Mural Project Committee will present options to the Property Owner to make the final selection.

10. Any dispute hereunder between the parties shall be resolved by resort to binding mediation.

11. This Agreement shall be subject to and governed by the laws of the State of Florida.

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

**City of Fort Pierce
Community Mural Project**

c/o Grants Administration Division
City of Fort Pierce, Florida
100 North U.S. Hwy. 1
Fort Pierce, FL 34950

Property Owner:

Hoyt C. Murphy
509 Georgia Avenue
Fort Pierce, FL 34950

13. 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.

IN WITNESS THEREOF, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST:

CITY OF FORT PIERCE:

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
James Messer, City Attorney

PROPERTY OWNER:

By: _____

Print: _____

Title: OWNER

Today's Date: _____