



City of Fort Pierce  
PAD Mural Program  
Property Owner Agreement

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and Gustavo Gutierrez (hereinafter referred to as "Property Owner"), owner of property/building located at 710 Orange Ave in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on buildings in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, 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 PAD Mural Program 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 mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the **east and south** wall of the building located at **710 Orange Ave, Fort Pierce, FL**.
2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the wall for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.
3. This Agreement may be extended for successive five (5) year periods upon the mutually agreed upon written extension agreement between the Property Owner and the FPRA.
4. During the term, or any extension thereof, at such time as the 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 Owner's 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 FPRA.

5. The FPRA 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 **prepared surface provided for the artist**. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The Property Owner agrees to provide the FPRA and Mural Artist 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 Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

7. The Property Owner understands and agrees that the placement of the mural (copyrighted artwork) 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 FPRA and the Artist.

- a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

8. The Owner agrees to indemnify and hold the FPRA and the City of Fort Pierce and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and 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 this Agreement.

9. The City of Fort Pierce's PAD Mural Program 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. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

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:**

City Manager's Office  
City of Fort Pierce  
100 N. U.S. Hwy.1  
Fort Pierce, FL 34950

**PROPERTY OWNER:**

Business Name: Botanical Sanctuary  
\_\_\_\_\_  
Business Address: \_\_\_\_\_  
117 Orange Ave Fort Pierce Fl 34950

With Copies to:  
Tanya Earley  
The City Attorney's Office  
100 North U.S. Hwy. 1  
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.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS THEREOF**, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:


\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Chairperson

APPROVED AS TO FORM CORRECTNESS:

By: \_\_\_\_\_  
Tanya Earley, City Attorney

PROPERTY OWNER:

By:   
[gus.gutierrez \(Jun 6, 2023 13:22 EDT\)](#)

Print: Gus Gutierrez

Title: OWNER

Today's Date: Jun 6, 2023