



FPRA 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 Project Lift, Inc (hereinafter referred to as “PROPERTY OWNER”), owner of property/walls located at 610 Atlantic Avenue in the City of Fort Pierce, Florida.

**WHEREAS**, the City, through the FPRA, has developed the FPRA 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 property 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 walls on their property; and

**WHEREAS**, the nature of the FPRA 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 North wall located at 610 Atlantic Ave. Fort Pierce, FL 34950.
2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the walls 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 execution of a 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 walls on such property are 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 PROPERTY OWNER has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The PROPERTY OWNER shall not make any changes to the mural’s design without prior written approval from the FPRA. The PROPERTY OWNER shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

7. The murals will be applied directly to the wall on a wall surface that is prepared by the PROPERTY OWNER for the Artist. Preparing the surface shall include but is not limited to pressure washing and priming. It is the responsibility of the PROPERTY OWNER to properly inspect their wall surface before the mural installation and obtain approval of the wall surface preparation by the FPRA when the PROPERTY OWNER believes it is ready for the Artist to begin the artwork.

8. 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.

9. The PROPERTY OWNER understands and agrees that the placement of the 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 FPRA and the Artist.

a. The PROPERTY OWNER may reproduce the artwork for purposes of publicity, awareness, and promotion of the FPRA 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.

10. The PROPERTY OWNER agrees to indemnify and hold the FPRA and the CITY 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.

11. The City of Fort Pierce's FPRA Mural Program Staff will present options to the PROPERTY OWNER to make the final selection.

12. 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.

**13. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

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

15. Any notices required pursuant to this Agreement shall be sent, in writing, to the following addresses:

To the PROPERTY OWNER: Business Name: Project Lift, Inc  
Business Address: 1330 SW 34<sup>th</sup> St.  
City/State/Zip: Palm City, FL 34990

To the FPRA: **Fort Pierce Redevelopment Agency**  
City of Fort Pierce  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

With Copies to:  
Sara Hedges, City Attorney City  
Attorney's Office  
100 U.S. Highway 1  
Fort Pierce, Florida 34950

16. This Agreement may be terminated by either party upon seven (7) business days' written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

17. 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.

\_\_\_\_\_  
LINDA HUDSON, Chair  
Fort Pierce Redevelopment Agency

**ATTEST**

\_\_\_\_\_  
LINDA W. COX, Agency Secretary

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
SARA K. HEDGES, Agency Attorney

**PROPERTY OWNER:**

By: Bob Zaccheo  
Bob Zaccheo (Jul 31, 2025 09:48:45 EDT)

Print: Bob Zaccheo

Date: 07/31/2025



**FPRA Mural Program  
Artist's Limited Release**

I Hannah Lorra Arts, as the ARTIST of the Work of Art titled Forging Futures, hereby consent to and give permission for the Property Owner located at 610 Atlantic Avenue, Fort Pierce, FL 34950 to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: Hannah Lorra

Print: Hannah Lorra

Today's Date: 07/29/2025