

SEBASTIAN RIVER AREA PUBLIC MURAL PROGRAM (SRAPMP)
Authorization & Agreement by the Lessor/Lessee and Artist

This agreement is made on _____ between: _____ of
DATE LESSOR/LESSEE
_____ (herein called the "LESSOR/LESSEE")
ADDRESS
and the _____ (herein called the "ARTIST")
ARTIST
of _____.
ADDRESS

LESSOR/LESEE Obligations

1. The LESSOR/LESSEE shall choose a theme for the mural and will work with the ARTIST to establish a rendering to be presented to the SRAPMP Committee.
2. Any changes to the approved rendering must be submitted with change request form to the SRAPMP Committee prior to moving forward with the changes to project.
3. The LESSOR/LESSEE must turn in all required documentation and have approval from the SRAPMP Committee prior to start of the project.
4. The LESSOR/LESSEE shall prepare the wall according to the ARTIST'S standards.
5. Upon preparation of the project \$ _____ is payable to the ARTIST for materials/supplies etc.
6. LESSOR/LESSEE agrees to provide certain necessities to the ARTIST as needed, i.e., restrooms, electricity, hose, etc.
7. The LESSOR/LESSEE shall pay in total \$ _____ to the ARTIST upon completion of the mural.
8. The LESSOR/LESSEE is responsible for the upkeep and maintenance of the mural.
9. LESSOR/LESSEE agrees equipment being used will not block right of way, if needed, permitting from the City will be required.
10. LESSOR/LESSEE agrees that no landscaping will be removed for murals and if damaged, must be replaced according to City code.
11. LESSOR/LESSEE agrees the mural will adhere with the City of Sebastian CRA Land Developer Code Ordinance.

ARTIST Obligations

1. The ARTIST must provide a rendering of the design to the LESSOR/LESSEE for approval by the SRAPMP Committee prior to starting the project.
2. The mural project will begin on _____ and be completed by _____ (must not exceed 90 days.)
3. The ARTIST must work with the LESSOR/LESSEE to set a schedule for painting as to not interfere with the LESSOR/LESSEE'S business being conducted.

4. The ARTIST shall only paint on the designated mural wall space.
Location: _____
5. The ARTIST will provide a complete supplies and materials list to the Lessor/Lessee.
6. The ARTIST will be responsible for all artist's supplies and materials, equipment, and travel accommodations as agreed upon with the LESSOR/LESSEE and provide such documentation to the SRAPMP Committee.
7. ARTIST agrees to release all ownership rights of the completed mural in ordinance with the Visual Artist Rights Act of 1990.
8. ARTIST agrees to allow the SRAPMP Committee, the Sebastian River Area Chamber of Commerce, and the LESSOR/LESSEE, to use their name, likeness, and mural for publicity and promotional purposes without additional compensation.
9. The ARTIST shall have no right to a claim of loss or damage in the event that the wall upon which the mural is located is damaged or destroyed in any way.
10. The ARTIST assumes all risk of injury, illness, damage, or loss to themselves or to their property that might result from their participation in this project.
11. ARTIST agrees to release and discharge the LESSOR/LESSEE and its officers, employees, and agents, from any and all claims, liability, loss, penalties, expenses and costs arising out of their participation, except to the extent that such liability is caused by the LESSOR/LESSEE'S gross negligence or willful misconduct.
12. The ARTIST understands that they are not responsible for the upkeep maintenance of the mural.

We have read this document fully and agree to release and hold harmless the Sebastian River Area Chamber of Commerce, the City of Sebastian, and the Sebastian River Area Public Mural Program (SRAPMP) Committee, from all liability for any claims or damages.

We understand that this document will be recorded with the county and the terms of this agreement are binding to the LESSOR/LESSEE respective heirs, successors, and assigns to the warranty deed in the event of a property sale.

We understand that the purpose of the SRAPMP is to showcase the charm of the Sebastian River Area, rich in history, and modeled to promote tourism, encourage community interactivity, and increase local business tourism.

LESSOR/Building Owner Signature

DATE

LESSEE/Business Owner Signature

DATE

ARTIST Signature

DATE

Notary Public Signature

Date