

CITY OF BOYNTON BEACH *Mural Agreement*

THIS AGREEMENT, entered into this _____ day of _____, _____, between the City of Boynton Beach (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to witness:

Owner Name: _____

Lessee's Name: _____

Name of Business: _____

Tax ID#/Social Security#: _____

Address of Property for Mural:

PCN Number(s): _____

WITNESSETH:

WHEREAS, the City of Boynton Beach has established a Mural Program for application within the city limits; and

WHEREAS, said Mural Program is administered by the CITY and is funded by the Public Art Fund for the purposes of enhancing the buildings and streetscapes in Boynton Beach; and

WHEREAS, the location, artist and mural design has been approved by the Art Advisory Board and recommended for funding; and

WHEREAS, pursuant to the Mural Program, the CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of approved murals to buildings within the Boynton Beach up to a maximum of one half (1/2) of the approved contract cost of such mural and no more than \$5,000; and

WHEREAS, the OWNER/LESSEE desires to participate in the Mural Program pursuant to the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1

With respect to the mural on to the elevations visible from a public right-of-way, the CITY shall reimburse the OWNER/LESSEE for the cost of the mural to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such costs up to a maximum amount of \$5,000. The actual total reimbursement amounts payable from the CITY to the OWNER/LESSEE per this Agreement shall not exceed \$5,000.00 for the mural. The improvement costs, which are eligible for CITY

reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the Art Advisory Board and CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No mural shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

The CITY Public Art Manager shall periodically review the progress of the artist's work on the mural pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the mural and upon their final inspection and approval by the CITY Public Art Manager and the Art Advisory Board, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized fiscal statement showing the full cost of the work as well as each separate component amount due to the artist and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the mural. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the fiscal statement and final lien waivers from all artists and subcontractors. The CITY shall, within forty-five (45) days of receipt of the fiscal statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved cost estimate or one half of the actual mural cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the OWNER/LESSEE or the OWNER/LESSEE'S artist fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the CITY Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the mural thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such mural, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the mural provided in this Agreement unless such changes are first submitted to the CITY, and the Art Advisory Board, for approval.

Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the mural as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant at the CITY'S request.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the mural provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the mural. The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said mural.

SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the mural provided for in this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF BOYNTON BEACH

BY:

Approved as to form:

DATE

CITY ATTORNEY

OWNER/LESSEE:

BY: _____
Print Name : _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____, as _____, individually or on behalf of the company (circle one), who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

My Commission Expires:

Serial Number, if any: