

PROPERTY OWNER AGREEMENT – MURAL PROJECT

THIS AGREEMENT made and executed by and between the City of Umatilla hereinafter referred to as the "City", and _____ hereinafter referred to as "Owner", jointly and severally if there is more than one Owner. Owner hereby grants the use of the building located at _____ (the building) and the _____ facing wall of the building for the purpose of painting, installing, posting or attaching an artistic mural on the building wall. The real property (the property) where the building is located is described as:

Address: _____ Tax Map and Lot _____

City: _____ County: _____ State: _____.

Legal Description of this property is attached as Exhibit A.

WITNESSETH:

WHEREAS, the City is supporting a program whereby [Muralist Info], a mural artist collaborative, will paint murals on certain selected buildings in the downtown area of the City;

WHEREAS, the Owner's building is being considered for a mural;

WHEREAS, the 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 Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, The Owners do hereby consent to having [Muralist Info], paint a mural on the Owner's building.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner represents and warrants that he/she is the owner of the property and the building and has the authority to grant permission for the use of the building wall and is fully authorized and empowered to enter into this Agreement.
2. The Owner hereby consents to the Building being used in connection with the Walldogs' mural project and also to having an artist paint a mural on the Building, and in connection therewith the Owner specifically agrees to the following:
 - A. The Owner hereby grants to the City, its agents, [Muralist Info], and its agents and successors, the right to enter upon the Owner's premises to prepare the Owner's building and wall for the mural to be painted by [Muralist Info], in such dimensions to be determined by the artist.
 - B. The Owner hereby grants to the [Muralist Info], the right to paint a mural on the building situated upon the above described premises, including free access to the

wall and the use of the property as needed to prepare, paint, install, and maintain the mural.

- C. The Owner agrees not to paint over or cover the completed mural, nor allow the mural painted by the Walldogs to be obstructed, removed, dismantled, obliterated, or modified in any way without prior authorization of the City.
 - D. After the mural is completed, the Owner hereby grants [Muralist Info], and the City, its employees, agents or contractors, continued access to the Owner's building for the purpose of maintaining the mural.
 - E. The Owner agrees to hold the City, its officers, agents, employees, contractors and the participants in the [Muralist Info], harmless of and free from all liability, and claims of liability and damages (including attorney fees) arising out of or in connection with the work done on the Owner's building, including but not limited to the preparation work and the painting of the mural and the subsequent maintenance thereof.
 - F. The Owner understands and agrees that the mural is copyrighted artwork and the placement on the Building in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except as expressly permitted by the City.
- 3. [Muralist Info] agrees that all preparation work performed on the Owner's building shall be performed in such a manner so as not to materially damage the structural integrity of the building. Owner acknowledges [Muralist Info], right to paint directly on the building walls, or to attach panels to the building which may include drilling holes in the building wall and attaching various fasteners to the building.
 - 4. The parties agree that by entering into this Agreement the City and [Muralist Info], are not obligated to use the Owner's building for a mural but that this Agreement is a condition precedent for the Owner's building to be considered for a mural, and accordingly the Owner agrees that this Agreement shall be irrevocable in the event the Owner's building is selected for a mural.
 - 5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective representatives, successors and assigns. The parties understand and agree the provisions of this Agreement shall be covenant running with the land and that the terms hereof shall be included in any deed or contract of sale purporting to convey and legal or equitable interest in the real property described in Exhibit A. This agreement shall be recorded with the Umatilla county Clerk's office to make this Agreement a matter of record in connection with the title to the Owners real estate. The City shall not be responsible for the expense of this recording.
 - 6. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The Jurisdiction and venue for any action arising out of this Agreement Shall be in the Circuit Court in and for Umatilla County. In the event either party institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover at trial and on appeal and review,

in addition to the amounts ordered by the court, and any damages due hereunder, reasonable attorney's fees and court costs.

7. The Agreement shall be effective immediately upon execution of this Agreement. Subject to a condition subsequent that [Muralist Info] paint a mural on the Owners building on or before [Date], this Agreement shall continue for an initial term of [X] years from the date the mural is completed. This agreement shall automatically renew for three successive terms for a period of ten years each, unless this Agreement is terminated as set forth herein. The terms and conditions of any renewal term shall be the same as those for the initial [years] term. This agreement may be terminated by the City at the end of the initial [years] term or any successive ten year term. This Agreement may also be terminated by the City at any time prior to or after the completion of the painting of a mural for any reason. Under these circumstances the City shall provide written notice of the termination of this Agreement to the Owner and [Muralist Info].

8. In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

Dated this _____ day of _____, 2021

_____, Owner

Dated this _____ day of _____, 2021

CITY OF _____, Oregon
Municipal Corporation

By _____
Its City Manager

State of Oregon)

County of Umatilla) ss.

Personally, appeared before me _____, and acknowledged the foreground instrument to be his/her voluntary act and deed.

Notary Public for Oregon

My commission expires: ____

State of Oregon)

County of Wasco) ss.

Personally, appeared before me David Stockdale, City Manager for the City of Umatilla, and acknowledged the foreground instrument to be her voluntary act and deed.

Notary Public for Oregon

My commission expires: ____