

Carolina Beach Mural Project

Mural Site Agreement

This agreement is made and entered into this ____ day of _____, _____, by and between the Carolina Beach Mural Project, under the umbrella of the non-profit Island Art & Culture Alliance corporation in Carolina Beach, NC (hereinafter called "Mural Project"), and _____ ("Owner") as the owner of property located at _____ ("Property") in the town of Carolina Beach, as the result of the following facts:

- A. The Mural Project desires to display the history and culture of Carolina Beach in a series of murals on buildings in the town of Carolina Beach; and
- B. the Owner recognizes that the purpose of the project, which is to improve community aesthetics and encourage tourism and commerce in the town, is mutually beneficial to the Town and to the Owner, and therefore consents to have a mural painted on the Property; and
- C. the nature of the Mural Project is such that it is necessary and desirable to enter into an agreement expressly setting forth the respective rights, duties, and obligations between the parties:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed between the parties as follows:

1. The Owner agrees to allow the Mural Project to have a mural painted on the Property located at _____. The dimensions of the mural will be approximately _____ by _____, dependent upon the final concept and presentation by the artist. ("the Mural")
 - 2a. The Mural Project shall provide for the execution of the Mural artwork and be responsible for any and all costs associated therewith, including payment of fees to the artist, and any scaffolding, paint, and equipment necessary to complete the Mural. The Mural Project shall be responsible for providing all materials necessary for the maintenance and/or removal or restoration of the Mural during the term of this agreement or any extension thereof. The Owner agrees to provide the Mural Project with reasonable access to the Property for such work, so as not to interfere with the Owner's business operations.
 - 2b. The subject matter for the Mural and selection of the artist shall be the sole responsibility of the Mural Project.
 - 2c. The Mural Project, or its contracted artist, shall provide liability insurance to cover any occurrences relating to the preparation, painting, or maintenance of the Mural, and the Owner shall be named as an "additional insured" on such insurance.
3. The Owner understands that upon completion of the artist's contract, the artwork becomes the property of the Mural Project, and the Owner agrees that the placement of the copyrighted artwork (Mural) on the Property, does not entitle the Owner to use the artwork for any profit making or advertising purpose, except with prior written permission of the Mural Project.
4. The Mural shall be properly maintained by the Mural Project at its sole cost until such time, in the judgment of the Mural Project it is no longer feasible to do so. The Owner agrees that any refurbishment, repairs, maintenance or "touch up" of the Mural shall be undertaken only with the approval of and under the supervision of the Mural Project or its designated representative.
5. The Owner agrees that the Mural shall be allowed to remain upon the Property for a minimum of five years from completion. This agreement may be extended by a written agreement between the Owner and the Mural Project.
- 6a. During the initial five year period and any extension periods, if the Property is to be sold, or the building on such Property is to be demolished or altered, or the Mural otherwise interferes with the Owners use of the Property, then the Owner may cancel this agreement, with six (6) months advance notice to the Mural Project; provided, however, should such cancellation occur during the initial five year term, then the Owner agrees to reimburse the Mural Project the sum of _____, which represents the original cost to the Mural Project for said Mural, so that the Mural Project may re-create the Mural in a different location.
- 6b. Upon receipt of such notice of cancellation, if requested in writing by the Owner, the Mural Project will, at its sole cost, remove the Mural from the Property, or paint it out.

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6c. The Mural Project, in its sole discretion, upon six months written notice to the Owner, may remove, or paint out, the Mural if for any reason such an action is deemed necessary by the Board of Directors of the Mural Project.

7. Owner agrees not to intentionally remove, paint out, or damage the Mural during the term hereof. If Owner leases the Property, Owner will cause Owner's tenant or lessee to be made aware of and to honor the provisions of this agreement. If Owner sells or transfers the Property during the term hereof, Owner will either: (i) require the buyer/transferee to honor the terms hereof, or (ii) cancel this agreement pursuant to Section 6.

8. The terms and conditions of this agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the agreement.

9. In the event of any litigation to enforce, or construe the terms of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney fees and costs.

10. Any notices required pursuant to the agreement shall be served at the following addresses:

Carolina Beach Mural Project

Owner: _____

Attn: Maureen Lewis _____

Attn: _____

1407 Croaker Lane

Addr: _____

Carolina Beach, NC 28428

City/St: _____

11. 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.

12. No waiver of the breach of any term or condition of this agreement shall constitute a waiver of any subsequent breach of such term or condition, nor shall it result in a variation of this agreement.

13. Time is of the essence of this agreement.

14. This agreement shall be binding upon the parties, their heirs, legal representatives, successors, assigns and transferees.

15. In the event of a natural disaster, any portion of the mural damaged due to flooding, hurricane or another by-product of said disaster, the Mural Project will not be held responsible for repair or replacement.

In witness thereof, the Mural Project and the Owner have executed this agreement on the day and year first set forth above, at Carolina Beach, California.

Carolina Beach Mural Project

Owner: _____

Signature

Signature

Name and Title

Name and Title

Date

Date

