



BALLPARK NEIGHBORHOOD MURAL COMMISSION PROGRAM

1. MISSION

The Ballpark Neighborhood Mural Commission Program (“Program”) offers commission awards to support the creation of artwork that enhances the beautification, diversification, and economic vitality of the Ballpark Neighborhood. The Program will fund vibrant and unique mural artwork that also preserves the neighborhood’s character. Additionally, it will support transformative projects that help increase the number of residents, workers, and visitors in the Ballpark Neighborhood.

The Salt Lake City Community Reinvestment Agency (“CRA”) seeks to commission artists to create murals that:

- Reflect the Ballpark Neighborhood’s character and/or history and surrounding community;
 - Visually engage passersby and those who visit the Ballpark Neighborhood;
 - Reflect Salt Lake City’s vibrant and diverse artistic community;
 - Are not advertisement; and
 - Are not construed as vulgar or obscene, as determined by the CRA.
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2. SCOPE

The Program shall provide commissions for new mural artwork installed on exterior wall(s) of properties located within the designated area within the CRA State Street Project Area (see attached map for parameters). Commission amount will be determined based on the proposed mural dimensions, with compensation calculated at an industry-standard rate of \$15-35 per square foot (SF) of mural artwork. The total award for each mural will not exceed \$15,000. In total, at least 10 murals will be commissioned.

The process will involve two steps. First, the CRA will manage a “Call for Walls” that will involve a competitive application process, inviting property or business owners to offer wall space. Once the walls are selected, the Salt Lake City Arts Council’s Public Art Program and the CRA will convene an artist selection committee, comprised of internal and external stakeholders, to select artists from the [2023-2025 Pre-Qualified Artist Pool](#). Selected artists will be directly contracted to create murals on the chosen walls. The artist will submit a rendering of the mural, including colors and dimensions, along with a brief description to the Property Owner and Agency. The Property Owner and Agency will have 30 days to request modifications, and by the end of this period, the Agency will notify the artist of the final approval or rejection of the proposal.

After the walls and artists are identified, the CRA will enter into two distinct, legally binding agreements: one with the property owner for the provision of wall space, and another with the selected artist for the creation and installation of the mural (see Section 6 regarding Commission Agreements).

3. ELIGIBILITY AND APPLICATION REQUIREMENTS

A. Call for Walls:

The “Call for Walls” is a competitive application process through which business or property owners can apply for their property to be considered for a mural. To be eligible, the property must be located within the identified Ballpark Neighborhood Target Area (see Attachment A-Ballpark Neighborhood Target Area) and must be a multi-family residential or commercial property. Single-family homes are not eligible.

Applications may be submitted by either business owners or property owners. If a business owner applies and is selected, the City will enter into a three-party agreement with both the business owner and the property owner. The property owner must provide a permission letter for the application and will be an additional signatory to the contract with the City.

Furthermore, the business and property owner are required to maintain the mural for a minimum of five years after its completion.

Applications will be accepted from **April 15, 2025, to May 15, 2025**. All applications will be reviewed and scored. The pairing between Artists and selected walls will be determined by project stakeholders and managed internally during the Artist contracting process. Applications must be submitted online via [Ballpark Mural Program](#).

B. For Artists:

The Salt Lake City Arts Council’s Public Art Program and the CRA will work with an artist selection committee to identify artists currently represented in the [2023-2025 Pre-Qualified Artist Pool](#) for this opportunity. Selected artists will be contacted directly via email and invited to accept the commission. Commissions will be awarded until the total funds are exhausted, with a maximum award amount of \$15,000 per commission.

Artists must confirm their acceptance within the timeframe specified in the email communication. Failure to respond by the stated deadline may result in forfeiture of the opportunity.

C. Project Timeline

Call for Walls and Pool Artists Timeline*	
Event	Timeline
Call for Walls	April 15-May 15, 2025
Artist Selection Committee	May/June 2025
Notification of Selections (Walls and Artists)	June 2025
Artist Contracting Wall + Artist Pairing	June/July 2025
Final Design/Artwork Approval	July/August 2025
Artwork Installation & Painting	August/September 2025
Public Event	September/October 2025

** Dates provided are estimates based on current knowledge of preliminary project schedules and are intended only to assist artists in determining their availability to participate. The above dates do not represent final approved schedules and are subject to change.*

D. Contact Information:

For questions regarding the Ballpark Neighborhood Mural Program, please contact the following:

- **Call for Walls:** Taylee Foulger at (385) 377-9275 or taylee.foulger@slc.gov
- **For Artists:** Renato Olmedo-González (801) 535-6511 or Renato.Olmedo-Gonzalez@slc.gov

4. ELIGIBLE COSTS

Commission awards shall only be used for costs related to the mural project specified in the approved concept. Commission awards shall include artist fees and related expenses for design, supplies, insurance, transportation, permits, and installation. Any fees incurred for assistance from contractors, agreements between artists and property owners, maintenance of the artwork, or any other outside parties shall be the responsibility of the applicant and/or artist.

5. DESIGN REQUIREMENTS

The artist shall complete the mural installation in conformity with the CRA-approved design proposal, which will be finalized after the artist is under contract. For this project, a significant variance is any change in the scope, design, color, size, or material of the mural that affects cost, installation, site preparation, maintenance, or concept as represented in the approved design.

Murals funded through the Ballpark Neighborhood Mural Commission Program should not constitute signage, as defined by City Code 21.A.46 (Signs). The CRA shall not be obligated to disburse commissions to the artist for the mural unless the artist obtains CRA approval for any significant variance from the approved design. Artists are also required to comply with all applicable City codes and regulations concerning the installation of the artwork. This includes adherence to guidelines around signage, zoning, and other relevant ordinances to ensure the mural aligns with City standards and regulations.

6. COMMISSION AWARD DISBURSEMENT

The commission award paid by the CRA to the artist for the mural, including design and installation, shall be up to Fifteen Thousand Dollars (\$15,000) (“Commission Payment”). Once an artist has been approved through the review process (see Section 7 below), the CRA will enter into two separate agreements with the property owner and the artist regarding the mural artwork and the commission award (“Commission Agreement”).

The Commission Agreement will state that the CRA shall pay the artist for the mural in three installments as follows:

- Twenty-five percent (25%) of the Commission Payment upon execution of the Commission Agreement; and
 - Twenty-five percent (25%) of the Commission Payment upon approval of final design; and
 - Fifty percent (50%) upon the CRA’s inspection and approval of the completed mural.
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7. REVIEW PROCESS

A. Call for Walls Review:

CRA staff shall carry out an initial proposal review. CRA staff reserves the right to deny any proposal. Walls will be scored based on location, visibility, size, maintainability, and feasibility (see Attachment A- Call for Walls -Scoring Rubric).

B. Call for Artists Review:

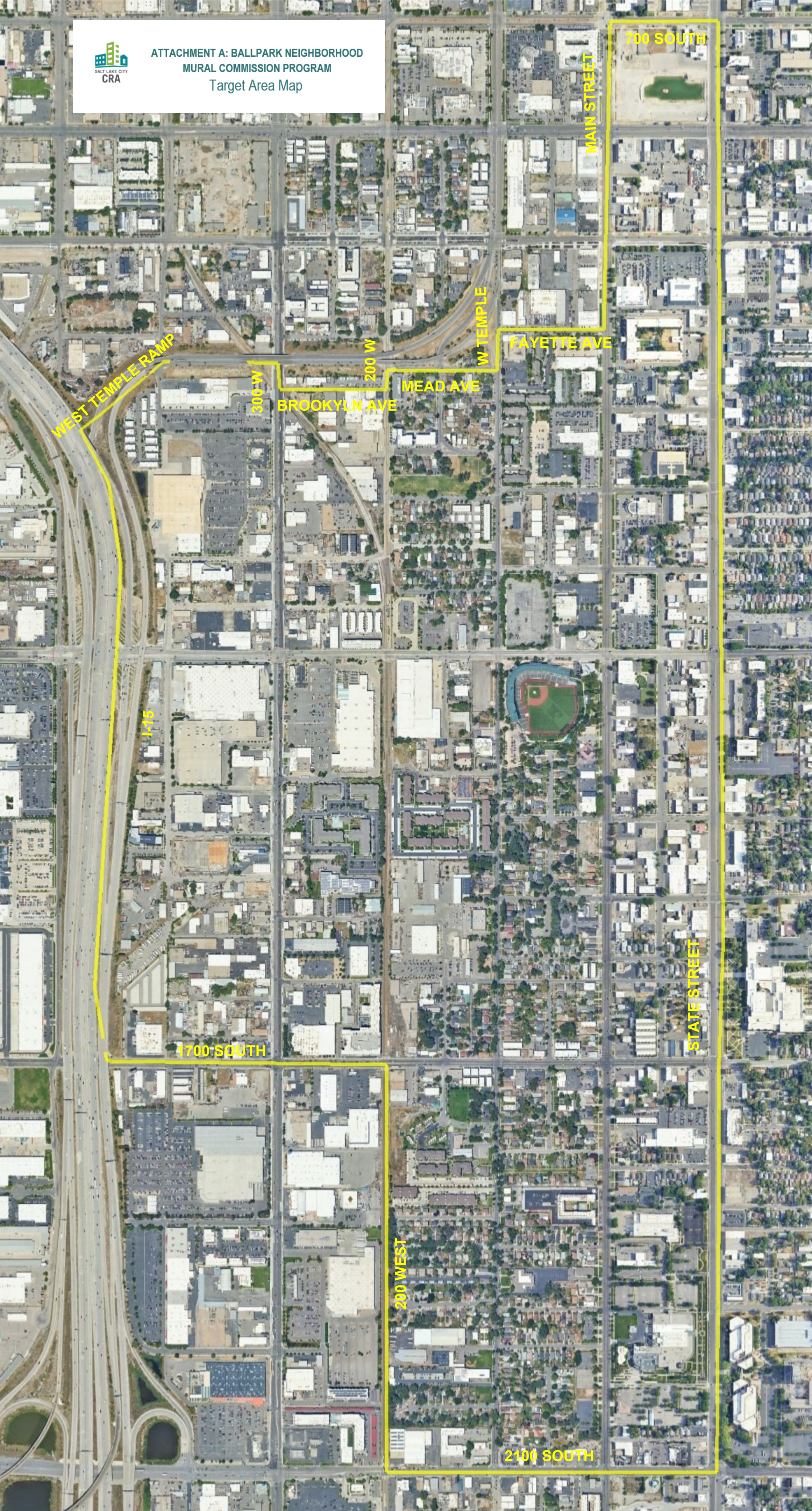
The artist selection committee will internally review artists' qualifications from the Pre-Qualified Artist Pool. The committee will evaluate portfolios and other materials to determine which artists will be selected for commissions.

C. Finalization:

Once walls and artists have been identified, CRA staff will finalize the Artist Commission Agreements with the selected projects.



ATTACHMENT A: BALLPARK NEIGHBORHOOD
MURAL COMMISSION PROGRAM
Target Area Map



700 SOUTH

MAIN STREET

W TEMPLE

FAYETTE AVE

MEAD AVE

BROOKLYN AVE

200 W

300 W

WEST TEMPLE RAMP

I-15

1700 SOUTH

STATE STREET

200 WEST

2100 SOUTH



ATTACHMENT B: BALLPARK NEIGHBORHOOD MURAL COMMISSION PROGRAM Scoring Rubric

BALLPARK NEIGHBORHOOD MURAL COMMISSION PROGRAM Call for Walls- Scoring Rubric		
Eligibility Criteria		
Is the property located in the target area?		Yes/No
Is the property type eligible?		Yes/No
Application Criteria	Description	Score Range
Location	How well does the wall’s location contribute to the overall goals of the mural program? Consider factors such as community impact, cultural relevance, and proximity to key locations.	1-5
Visibility	How visible is the wall to pedestrians and drivers? Higher visibility will enhance the public's interaction with the mural.	1-5
Size	Is the wall large enough to accommodate a vibrant, impactful mural? Consider the available surface area for the artwork.	1-5
Feasibility	Is the wall structurally sound and feasible for mural installation? Consider any necessary repairs, support needed for mural durability, or potential restrictions (e.g., historical designation, zoning, permissions).	1-5
Maintainability	Consider factors such as vandalism risk, lighting, and the general safety of the area. Additionally, evaluate the long-term maintainability of the mural, considering potential environmental factors (e.g., weather exposure) and the likelihood of upkeep or restoration needs.	1-5
Total Points Possible		25

Scoring Guidelines

1 = Poor: Wall scores low in this category (e.g., inaccessible location, low visibility, small size, significant weather exposure, high vandalism risk, or significant feasibility concerns).

3 = Average: Wall has moderate qualities in this category (e.g., somewhat visible or accessible, medium size, moderate weather exposure, or some feasibility challenges).

5 = Excellent: Wall excels in this category (e.g., prime location, high visibility, large size, minimum weather exposure, and no significant feasibility issues).



ATTACHMENT C: BALLPARK NEIGHBORHOOD
MURAL COMMISSION PROGRAM
Boilerplate Agreement

**BALLPARK MURAL PROJECT APPLICANT AGREEMENT
BETWEEN _____ AND
THE SALT LAKE CITY COMMUNITY REINVESTMENT AGENCY**

THIS STATE STREET MURAL PROJECT APPLICANT AGREEMENT (“**Applicant Agreement**”), is made and entered into as of _____, 2025, by and among the Salt Lake City Community Reinvestment Agency, a public agency (the “**Agency**”), _____, an [individual], (“**Owner**”), and _____ (“**Applicant**”), an [individual] to be effective as of the date the City Recorder attests the applicable Agency signature, which shall be the recordation date (“**Effective Date**”). Agency, Owner, and Applicant are sometimes referred to throughout this Agreement individually as a “**Party**” and collectively as “**Parties.**”

RECITALS:

WHEREAS, Agency has allocated funds to the State Street Project Area: Community Connection Mural Project (“**Mural Project**”); and

WHEREAS, the Mural Project is an activation effort in collaboration with local businesses, property owners, and artists to create publicly visible mural art (“**Murals**”) to enhance the neighborhood; and

WHEREAS, Owner is the [fee title owner] of certain property located at _____, Salt Lake City, Utah (the “**Property**”), as more specifically addressed in the fully executed Owner Consent Agreement in the form attached as **Exhibit A**; and

WHEREAS, Applicant is the [lessee] of the Property and has obtained Owner’s consent to for the Property to be part of the Mural Project. Applicant and] Owner desire to have a Mural installed on the Property; and

WHEREAS, Agency will release a call for artists to design and install the Mural for participation in the Mural Project; and

WHEREAS, Agency has established an Art Review Committee to select an appropriate artist from the call for artists (the “**Artist**”) to be paired with the Property; and

WHEREAS, Owner, Agency, and Artist will agree upon a detailed sketch or digital rendering of the proposed Mural design, including color and a visual representation within the dimensions of the assigned wall pursuant to the Artist Agreement, the form of which Artist Agreement is attached hereto as **Exhibit B**; and

WHEREAS, Agency, Owner, and Applicant wish to enter into an agreement for participation in the Mural Project;

NOW, THEREFORE, in consideration of the mutual promises contained in this Applicant Agreement, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals to this Applicant Agreement are incorporated into and shall constitute a part of this Applicant Agreement.

2. **Responsibilities of Agency.** Agency agrees to comply with the following obligations:
 - a. The Agency intends to draft, release, and advertise a call for artists requesting artists' qualifications to design and install a Mural at the Property for inclusion in the Mural Project. The selected artist will enter into the Artist Agreement, along with the Agency and Owner for the creation of the Mural.
 - b. The Agency will compensate the selected artist for the creation and installation of the Mural at the Property pursuant to the terms of an Artist Agreement.
 - c. The Art Review Committee will select the artists whose past artwork and qualifications are best suited for the Property and the Mural Project, as described in the Artist Agreement. The selected artist will be paired with the Applicant, who will approve the final design in collaboration with the Agency.
 - d. The Agency will take reasonable steps to ensure the Mural materially complies with the State Street Mural Project Guidelines, attached hereto as **Exhibit C**, and any applicable laws.
 - e. Subject to limitations provided in this Applicant Agreement and the Artist Agreement, Agency agrees to maintain the Mural as described in Section 4 of this Applicant Agreement.

3. **Responsibilities of Owner and Applicant.** Owner and Applicant, jointly and severally, agree to comply with the following obligations
 - a. Applicant or Owner will designate a wall located on the Property for the installation of a Mural as part of the Mural Project.
 - b. Applicant or Owner will be available to communicate with the Agency to approve the final design and for any installation needs.
 - c. Applicant or Owner will provide Artist and Agency access to the Property for the purpose of designing, installing, and maintaining the Mural.
 - d. Applicant and Owner will provide Artist, Agency, and the public access to the Property to view the Mural during the anticipated State Street Mural Project event or events.
 - e. Applicant and Owner each agrees to allow the Mural to remain at the Property for no fewer than five (5) years from the date the Mural is fully installed at the Property.
 - f. Applicant and Owner each agrees that Agency and Artist may use photos of the Mural on Agency's website and any promotional materials of Agency and credit Artist for any such use.

4. **Maintenance Period.**

- a. **Minimum Mural Life.** The Parties acknowledge and agree that the Mural is intended to be in place for a minimum of five (5) years (the “**Minimum Mural Life**”); however, Owner and Applicant each understands and acknowledges that Agency makes no guarantees or warranties that the Mural will remain in place for the Minimum Mural Life. Vandalism, weather, deterioration or destruction of the Property, actions of others, and events outside of the control of Agency may result in the Mural being removed partially or in whole before the end of the Minimum Mural Life.
- b. **Agency’s Maintenance of the Mural.** Subject to the other provisions of Section 4 of this Applicant Agreement, Agency agrees to make good faith efforts to maintain the Mural in good repair for a period of five (5) years from _____, or the date in which the Mural has been fully installed on the wall (the “**Maintenance Period**”). Applicant or Owner must promptly notify Agency of any damage, vandalism, or deterioration to or of the Mural. Agency will occasionally inspect the Mural for any damage, vandalism, or deterioration.
- c. **Restoration or Repair.** If the Mural is damaged, vandalized, or has deteriorated, Agency shall determine in its sole discretion whether the Mural can be restored or repaired within a reasonable timeframe. If Agency determines, in its sole discretion, that the Mural is repairable, but that Agency cannot complete the repairs or necessary cleaning itself, Agency will provide Artist the first opportunity to repair the Mural. If Artist fails to respond or provide a repair date satisfactory to Agency, Agency may, in its sole discretion, contract with another individual or entity to repair, replace, or remove the Mural. Agency will notify Owner or Applicant of its decision and anticipated completion date within thirty (30) days of notification by Owner or Applicant.
- d. **Negligence by Owner or Applicant.** In the event removal or destruction of the Mural is caused by the negligence of Owner or Applicant, or if Owner or Applicant intentionally removes the Mural without Agency’s written consent prior to the expiration of the Minimum Mural Life, Owner shall pay Agency an amount equal to the purchase price established in the Artist Agreement.
- e. **Defective Workmanship or Materials.** If Agency, in its sole discretion, determines that the Mural is defective in workmanship or materials in such a way that removal or repair before the expiration of the Minimum Mural Life is necessary, Agency shall work with Artist to remove or repair the Mural which shall occur at no expense to Owner or Applicant.
- f. **Vandalism, Disaster.** In the event the Mural must be removed or repaired before the expiration of the Minimum Mural Life for reasons such as vandalism, disaster, and any other condition excluding either (i) a defect in material or workmanship or (ii) negligence or intentional removal by Owner or Applicant without Agency’s written consent, as determined by Agency in Agency’s sole discretion, removal or repair shall be at the expense of Agency. .

- g. **Building Maintenance.** In the event Owner or Applicant has a reasonable need to alter the Mural in normal the course of maintaining Owner’s building, neither Owner nor Applicant shall be responsible for reimbursing Agency for any costs associated with the repair, restoration or removal of the Mural. Notwithstanding the foregoing, in no event will Agency have any obligation whatsoever to reimburse Owner for any costs related to such building maintenance.
5. **Term.** Unless terminated earlier pursuant to Section 6 of this Applicant Agreement, this Applicant Agreement shall continue in effect until the expiration of the Maintenance Period.
6. **Termination; Transfer or Lease of Property.**
- a. **Agency’s Right to Terminate.** Agency shall have the right to terminate this Applicant Agreement at any time, upon written notification to Applicant or Owner, upon a finding by Agency that:
- i. the Mural does not or will not fully comply with the design specifications approved by Agency as set forth in the Artist Agreement; or
 - ii. despite Agency’s good faith efforts, the Mural is not adequately maintained during the required Maintenance Period; or
 - iii. a change in federal, state, or local law materially affects the ability of any Party to perform under this Applicant Agreement; or
 - iv. a change in available funds affects Agency’s ability to pay perform its obligations under this Applicant Agreement.
7. **Redevelopment, Lease, Sale or Transfer of Property.** In the event Applicant or Owner intends to redevelop, lease, sell or transfer ownership of the Property, Applicant or Owner shall notify Agency at least thirty (30) days prior to the closing of the redevelopment, lease, sale or transfer. Such notice shall include the following information about the Property’s new lessee or owner:
- i. Name
 - ii. Address
 - iii. Phone number
 - iv. Email address

Upon the closing of the redevelopment, lease, sale or transfer, this Applicant Agreement will become void.

8. **Default.** In the event any Party defaults on its obligations under the terms of this Applicant Agreement, in addition to all other remedies available at law or equity, the non-defaulting Party can declare, at its option, this Applicant Agreement to be null and void.
9. **Indemnification.** Owner and Applicant (each an “**Indemnitor**”), jointly and severally, shall indemnify and hold Agency and its agents, employees and officers harmless from,

and shall process and defend at its own expense, any and all claims, demands, suits (at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, including personal injury or death, brought against Agency arising out of, in connection with, or incident to the execution of this Applicant Agreement and/or any Indemnitor's negligent performance or failure to perform any aspect of this Applicant Agreement. The provisions of this Section [9] shall survive the expiration or termination of this Applicant Agreement.

10. **Nonexclusive**. This Applicant Agreement is not exclusive and does not limit Agency from entering into other agreements regarding the Mural Project.
11. **Notice**. Any notice required or permitted under this Applicant Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

For Agency:

Salt Lake City Community Reinvestment Agency
Attn: CRA Director
City & County Building
451 South State Street, Room 115
Salt Lake City, UT 84111

For Owner:

For Applicant:

12. **Relationship of Parties.** This Applicant Agreement does not create any legal relationship between the Parties including, but not limited to, that of partner, employee, agent, or contractor.
13. **Third-Party Benefits.** This Applicant Agreement is for the sole benefit of the Parties. Nothing contained herein is or may be relied upon for the benefit of any other party.
14. **Assignment and Delegation.** Owner or Artist may not assign or delegate any part of this Applicant Agreement without the prior written consent of Agency.
15. **Force Majeure.** No Party to this Applicant Agreement will be held responsible for delay or default caused by reason of a fire, riot, strike, labor trouble, acts of God or any other cause beyond the reasonable control of such Party (financial inability excepted). The Parties may terminate this Applicant Agreement by mutual written agreement after determining such delay will prevent successful performance of this Applicant Agreement.
16. **Severability.** In the event that any provision of this Applicant Agreement shall be held invalid and unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have an effect on, the remaining provisions of this Applicant Agreement.
17. **Governing Law and Venue.** This Applicant Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Applicant Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.
18. **Entire Agreement.** This Applicant Agreement, together with the Artist Agreement, contains all the representations and the entire agreement between the Parties with respect to the Mural Project.
19. **Amendment.** The Parties may amend this Applicant Agreement by mutual written agreement by all Parties. Any other modification is prohibited and invalid.
20. **Waiver.** Any failure or delay by any Party to exercise any right, power, or privilege or to insist upon observance or performance of a provision in this Applicant Agreement shall not operate or be construed as a waiver. One or more waivers by any Party of any provision, term, condition, or covenant shall not be construed by the other Party or Parties as a waiver of any subsequent breach of the same by the other Party or Parties.
21. **Dispute Resolution.** Any dispute arising under or relating to this Applicant Agreement will be resolved in the following order:
 - a. Good faith negotiations between the Parties for a limit of 90 days unless otherwise extended by mutual written agreement;
 - b. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
 - c. Litigation.

If a Party incurs any legal costs or attorney's fees in litigation to resolve a dispute arising under or relating to this Applicant Agreement, the prevailing Party may recover such costs and fees.

22. **Authorization.** Each of the Parties executing this Applicant Agreement represents that it has taken all the steps necessary to make this Applicant Agreement binding upon it. All Parties signing this Applicant Agreement represent that they are duly authorized to execute and deliver this Applicant Agreement in the capacity and for the entity set forth where signed and that as a result of the Party's signature, this Applicant Agreement shall be binding upon that Party for which he, she or they signs.
23. **Government Records Access and Management Act.** Agency is a governmental entity that is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Applicant Agreement may be subject to public access. If Owner or Applicant believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Owner or Applicant must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to Agency that complies with Utah Code Ann. § 63G-2-309(1). Applicant agrees to cooperate with and to supply any requested records to Agency with any public records request. This obligation will survive any suspension or termination this Applicant Agreement.
24. **REPRESENTATION REGARDING ETHICAL STANDARDS.** Owner and Applicant each represents that he, she, they or it has not: (a) provided an illegal gift or payoff to a City or Agency officer or employee or former City or Agency officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties have signed this Applicant Agreement to be effective as of the day and year first above written.

OWNER:

Signed: _____
By: _____
Title: _____

APPLICANT:

Signed: _____
By: _____
Title: _____

SALT LAKE CITY COMMUNITY REINVESTMENT AGENCY:

Danny Walz, Director

EXHIBIT A

OWNER CONSENT AND RELEASE

The undersigned (the “**Owner**”) gives its consent to the Salt Lake City Community Reinvestment Agency, a public agency (“**Agency**”) and to _____ (“**Applicant**”) to participate in the Mural Project, including consent for the Agency, Applicant, an artist selected by Agency’s Art Review Committee, and any contractors of the Agency or artist to access the location at _____, more particularly described in **Exhibit A-1** attached hereto (the “**Property**”) to paint a mural on an existing building or wall located at or on the Property and to perform any subsequent maintenance obligations thereafter for a period of five (5) years from the completion of the mural installation.

1. Owner represents and warrants to Agency that:
 - a. Owner is the legal and beneficial owner of the Property;
 - b. Owner has full power and authority to grant the above consent and the below release and indemnity; and
 - c. No other person or entity is required to consent to participation in the Mural Project including, without limitation, any tenant, occupant, or operator.
2. The Owner agrees to allow the Mural to remain at the Property for no fewer than five (5) years. In the event the Mural is removed from the Property or destroyed by the Owner, whether intentionally or by reason of Owner’s negligence, sooner than (5) five years from the completion date of the Mural at the Property, the Owner will, upon Agency’s written demand, reimburse the Agency all funds provided pursuant to the Applicant Agreement between Agency and Owner.
3. Agency agrees to maintain the Mural in good repair for a period of five (5) years from the later of _____, 20__, or the date in which the Mural has been fully installed (the “**Minimum Mural Life**”). Throughout the Minimum Mural Life, Owner must notify Agency of any damage, vandalism, or deterioration to the Mural. Agency may occasionally inspect the Mural for any damage, vandalism, or deterioration. If the Mural has been damaged, vandalized, or the Mural has deteriorated, Agency will determine if Agency can clean or repair the Mural itself. If the Agency determines that it cannot clean or repair the Mural and Agency determines that the Mural can be repaired, Agency will provide the Artist the first opportunity to repair the Mural. If the Artist does not respond or provide a repair by a date satisfactory to Agency, Agency may contract with another individual or entity to repair, replace, or remove the Mural in its sole discretion. Agency will notify Owner of its decision and anticipated completion date within thirty (30) days of the Agency’s notification.
4. The Parties acknowledge and agree that the Mural is intended to remain in place for the Minimum Mural Life; however, Owner understands and acknowledges that Agency makes no guarantees or warranties that the Mural will remain in place for the Minimum Mural Life. Vandalism, weather, deterioration or destruction of the Property, actions of the Owner or Owner’s invitees, and events outside of the control of Agency may result

in the Mural being removed partially or in whole before the end of the Minimum Mural Life.

5. In the event the Owner intends to sell or transfer ownership of the Property, Owner will notify Agency staff at least thirty (30) days prior to the closing of the sale or transfer. Within ten (10) calendar days after the closing of the sale or transfer, Owner shall provide Agency with the following information about the Property's new owner:

- i. Name
- ii. Address
- iii. Phone number

Upon the closing of the sale or transfer of the Property, this Agreement will become void.

OWNER / AUTHORIZED SIGNATORY OF PROPERTY OWNER:

Signed: _____
By: _____
Title: _____

EXHIBIT B
AGREEMENT FOR
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE STATE STREET
MURAL PROJECT

EXHIBIT C
STATE STREET MURAL PROJECT GUIDELINES