

1. MISSION

The North Temple Mural Program (“Program”) provides commission awards to support the creation of artwork that enhances beautification, celebrates diversity, and strengthens the economic vitality of the North Temple area. The Program funds vibrant, high-quality mural projects that reflect and preserve the area’s unique character while supporting transformative efforts that attract residents, workers, and visitors.

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

- Reflect the area’s character and/or history and surrounding community;
- Visually engage passersby and those who visit the North Temple area;
- 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.

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 North Temple Project Area (see attached map for parameters). Mural awards will be based on the size of the proposed mural, using an industry-standard rate of \$20–\$25 per square foot. The Program expects to fund approximately five (5) murals, depending on mural size and final award amounts.

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 [2026 – 2028 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.

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 North Temple Project Area (see Attachment A- North Temple Project Area Map) 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, they must provide a permission letter from the property owner, who will ultimately be the signatory of the contract. Once the mural and artist are selected, the City will enter into a legally binding, three-party agreement with the property owner and the artist to cover the use of the wall space and the creation and installation of the mural. Both the property owner and the artist will be responsible for maintaining the mural for a minimum of five (5) years following completion.

Applications will be accepted from February 15, 2026, to March 15, 2026. 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 [North Temple 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 [2026 – 2028 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 \$25,000 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*	
<i>Event</i>	<i>Timeline</i>
Call for Walls	February 15- March 15, 2026
Wall and Artist Selection Committee Meetings	March/April 2026
Notification of Selections (Walls and Artists)	Mid-April 2026

Property Owner & Artist Orientation and Contracting	April/May 2026
Final Design/Artwork Approval	May/June 2026
Artwork Installation & Painting	June/July 2026
Public Event	August/September 2026

** 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.*

4. ELIGIBLE COSTS

Costs shall include Artist's fees and expenses for design, surface preparation (power washing, priming, etc.) supplies (including paint and other paint supplies, clothing, equipment, tools, anti-graffiti coating, etc.), equipment rental, travel expenses, if applicable, and insurance. Any fees incurred for services provided by contractors, subcontractors, or other third parties, or for agreements between Artist and Owner or any outside parties shall be the responsibility of 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 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 Twenty-five Thousand Dollars (\$25,000) (Commission Payment"). Once an artist has been approved through the review process (see Section 7 below), the CRA will enter into one three-party agreement 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 two installments as follows:

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

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 B- 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 Agreements with the selected projects.

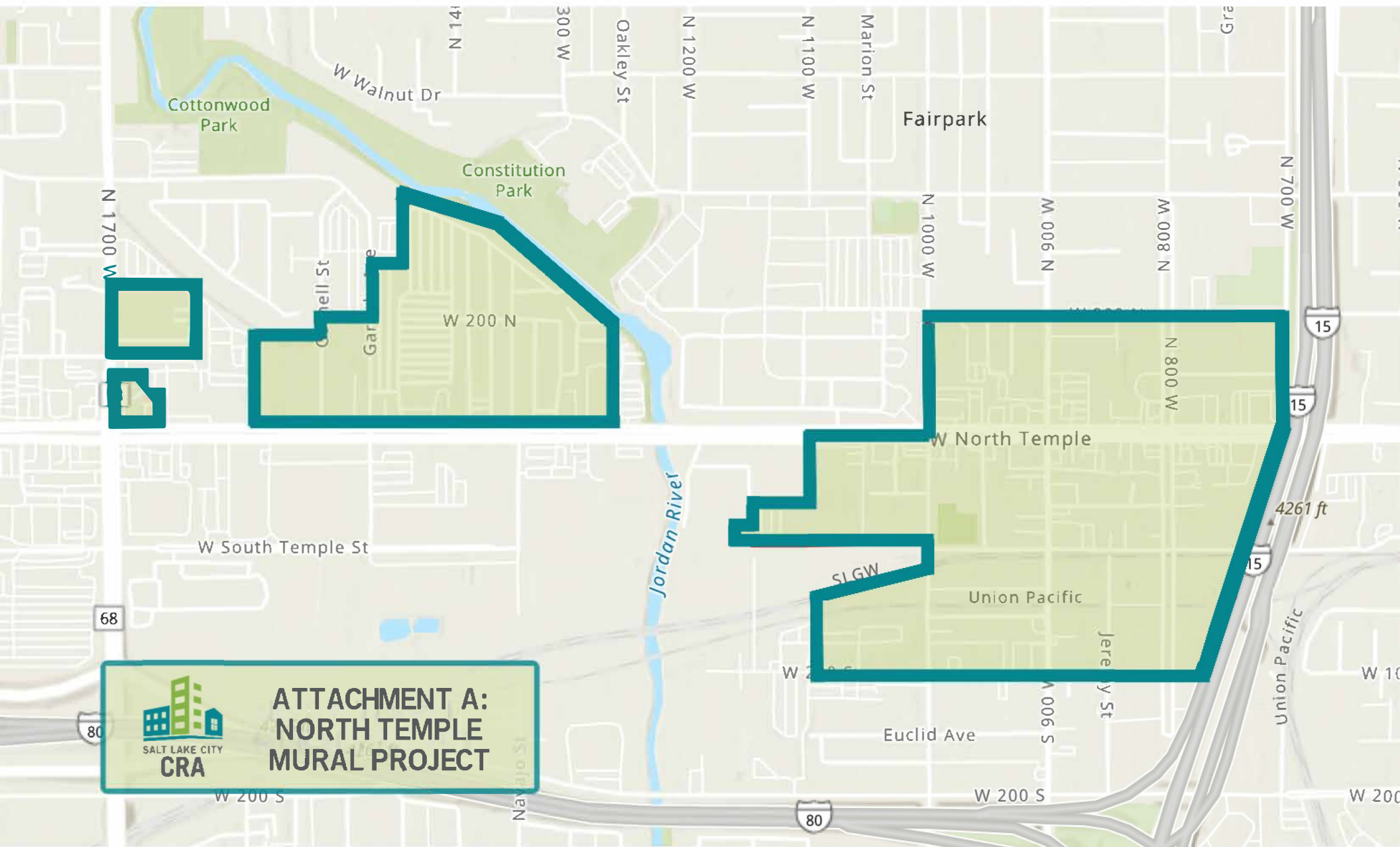
8. REPORTING

Upon completion of the program, the CRA will provide the CRA Board of Directors with a written briefing that summarizes commission disbursements.

9. CONTACT INFORMATION

For questions regarding the North Temple Mural Program, please contact the following:

- **Call for Walls:** Taylee Foulger at (385) 377-9275 or taylee.foulger@slc.gov
- **For Artists:** Amy Childress (801) 535-6511 or amy.childress@slc.gov



ATTACHMENT B: NORTH TEMPLE MURAL 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: MURAL COMMISSION & PROPERTY AGREEMENT
North Temple Mural Commission Program

This MURAL COMMISSION & PROPERTY AGREEMENT, North Temple Mural Commission Program ("**Agreement**"), is made and entered into as of _____, 2026, by and between the SALT LAKE CITY COMMUNITY REINVESTMENT AGENCY, a public agency ("**Agency**"), _____, a [limited liability company] owner of the Property ("**Owner**"), and _____, an [individual] ("**Artist**"), 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 Artist are sometimes referred to throughout this Agreement individually as a "**Party**" and collectively as "**Parties**."

RECITALS:

A. Agency has established a mural commission program to (the "**Mural Program**") to facilitate the installation of original murals within its project area to enhance beautification, diversification, celebration of community, and economic vitality.

B. Owner is the fee owner of certain property located at _____, Salt Lake City, Utah (the "**Property**"), as shown in Exhibit A.

C. Agency has created an Art Review Committee to select artists to design and install murals.

D. The Art Review Committee has selected Artist to design and install a mural on the Property (the "**Mural**").

E. The Parties desire to set forth in one integrated agreement their rights and obligations regarding design, installation, payment, maintenance, removal, intellectual property, and access.

AGREEMENT

In consideration of the foregoing Recitals, which are hereby incorporated into and made a material part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope of Project; Access.** Artist shall design, fabricate, and install one original mural on the designated exterior wall at the Property pursuant to this Agreement and the Mural Guidelines attached as **Exhibit B**. Owner hereby grants Agency and Artist access to, and permission to enter onto, the Property for design, installation, documentation, and maintenance during the Minimum Mural Life (as defined herein).

2. **Design Review and Approval.** Artist shall submit to Owner and Agency a detailed full-color rendering and brief written description of the proposed Mural, including dimensions and a proposed completion date (the "**Artist's Proposal**"). Owner and Agency each shall have thirty (30) days after receipt to submit to Artist any reasonable requests for modification (the "**Design Review Period**"). Nothing herein requires Artist to accept any particular requested modification;

however, Agency and Owner shall have final authority to approve or reject the Artist's Proposal. Agency and Owner shall provide written notice of approval or rejection within the Design Review Period. If the Artist's Proposal is rejected by either Artist or Owner, Artist shall submit a revised proposal within [REDACTED] days, which shall be subject to an additional Design Review Period.

3. **Installation and Approval.** Artist shall commence installation by the earlier of September 31, 2026, or thirty (30) days after final design approval, and shall diligently pursue completion by the completion date in the approved proposal. Time is of the essence, and the Mural shall comply in all material respects with the approved Artist's Proposal.

4. **Artist Representations and Warranties.** Artist represents, warrants, and covenants that:

- a. The Mural and all component elements are Artist's original work and constitute a unique, one-of-a-kind creation;
- b. Artist has full right, power, and authority to create and install the Mural and to grant the rights set forth in this Agreement;
- c. The Mural does not and will not infringe or misappropriate any copyright, trademark, patent, trade secret, moral right, or other proprietary or personal right of any third party;
- d. The Mural is and shall remain free and clear of all liens, claims, encumbrances, and security interests;
- e. No portion of the Mural is in the public domain;
- f. The Mural will be created and installed strictly in accordance with the approved Artist's Proposal, this Agreement, and Exhibit B (Mural Guidelines); and
- g. The Mural will be free from defects in materials and workmanship.

5. **Owner Representations and Warranties.** Owner represents and warrants to Agency and Artist that:

- a. Owner is the fee simple owner of the Property or otherwise has full legal authority to grant the access, licenses, and consents required under this Agreement;
- b. No additional consent or approval of any tenant, lender, association, or other third party is required to permit installation, display, maintenance, or documentation of the Mural;
- c. Execution and performance of this Agreement do not violate any other agreement, covenant, restriction, or applicable law binding on Owner or the Property;
- d. Owner has full power and authority to enter into this Agreement and perform its obligations hereunder; and

e. The wall or surface designated for the Mural is, to Owner's knowledge, structurally sound and suitable for application of the Mural in accordance with Exhibit B (Mural Guidelines).

6. **Minimum Mural Life and Maintenance.**

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"). Agency shall make good faith efforts to maintain the Mural throughout the Minimum Mural Life. Notwithstanding the foregoing, Artist and Owner understand and acknowledge that Agency makes no guarantees or warranties. Vandalism, weather, deterioration or destruction of the Property, actions of the Owner, and events outside of the control of Agency may result in the Mural's removal or destruction prior to the end of the Minimum Mural Life.

b. Owner's Negligence. In the event Owner's negligence causes the removal or destruction of the Mural, or if Owner 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 (defined in Section 7).

c. 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, the removal or repair shall be at the expense of Artist.

d. 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 a defect in material or workmanship or Owner's negligence or intentional removal without Agency's written consent, as determined by Agency in Agency's sole discretion, the removal or repair shall be at the expense of Agency.

e. Restoration or Repair. In the event of damage to the Mural from causes other than those set forth in Section 5(b), Agency shall determine in its sole discretion whether the Mural is reasonably repairable. Artist shall have first opportunity to restore the repairable Mural based on a repair proposal (including estimated completion date) submitted to Agency within thirty (30) days of written notice from Agency. Agency shall have thirty (30) days to review the repair proposal. If Agency determines in its sole discretion that Artist is unable to restore or repair the Mural within a reasonable timeframe, then Agency may act in its own discretion to repair, replace, or remove the Mural.

f. Building Maintenance. Owner may remove, damage, or alter the Mural after installation only to the extent reasonably necessary in the normal course of building maintenance or repair. In such event, Owner shall not be responsible for reimbursing Agency for any costs associated with the repair, restoration, or removal of the Mural. Owner shall provide Agency with prior written notice of any such removal, damage, or alteration when reasonably practicable, and in all events shall notify Agency promptly

thereafter, so that Agency has an opportunity to evaluate the condition of the Mural and determine, in Agency's sole discretion, whether the Mural is reasonably capable of repair or restoration. Notwithstanding the foregoing, Agency shall have no liability whatsoever to Owner for any costs related to building maintenance or repair, including any increased or additional costs caused by the presence of the Mural.

7. **Artist Compensation.**

a. Purchase Price. The purchase price to be paid by CRA to Artist for the Mural shall be \$_____ ("Purchase Price"), which shall cover all costs related to the Mural design, creation, and installation, which include but are not limited to Artist's fees and expenses for design, surface preparation (power washing, priming, etc.) supplies (including paint and other paint supplies, clothing, equipment, tools, the required anti-graffiti coating, etc.), equipment rental, travel expenses, if applicable, and insurance. Any fees incurred for services provided by contractors, subcontractors, or other third parties, or for agreements between Artist and Owner or any outside parties shall be the responsibility of Artist. The Agency shall pay the Artist for the Mural in two installments as follows:

- Payment #1: Fifty percent (50%) of the Purchase Price upon approval of final design and executed contract.
- Payment #2: Fifty percent (50%) upon the CRA's inspection and approval of the completed and installed Mural.

b. Artist's Obligation to Repay Purchase Price. If Artist fails to perform under, or materially breaches, this Agreement, Artist shall reimburse Agency for any payments made to Artist under this Agreement. This includes, but is not limited to, failing to completely install the Mural by the agreed completion date; installing a mural that deviates materially from the approved Artist's Proposal or the provisions of this Agreement; or failing to reasonably coordinate and cooperate with Agency and Owner. Agency may pursue any available remedy to enforce the terms of this Agreement. Artist shall reimburse Agency for any legal or attorneys' fees incurred by Agency to enforce the terms of this Agreement.

8. **Termination.** Except as provided in this Agreement, Agency or Owner has the right to terminate this Agreement at any time if it determines that the Mural does not or will not fulfill or comply with Agency's requirements or specifications and approved Artist's Proposal. Upon such termination, Artist retains all rights to the concept, design, and the Mural itself, including the right to complete, exhibit and sell an image of the Mural. If Artist is unable to complete the Mural and removal is necessary, the removal will be at the expense of Artist. Artist shall reimburse Agency the amount under Section 2 of this Agreement in the event Artist fails to complete the Mural pursuant to the terms of the approved proposal and the terms of this Agreement. Agency, in its sole discretion, may agree to accept portions of the incomplete Mural and may provide Artist with a proportional reimbursement which reflects the value of the completed work. If the Property is sold, leased, or transferred, this Agreement shall become void upon the closing of the sale, lease, or transfer of the Property; provided, however, Artist shall be paid for any work performed before the sale, lease or transfer.

9. **Ownership of Intellectual Property.**

- a. Artist retains all copyright and other intellectual property interests in the Mural and in any plans, drawings, renderings, schematics, design studies and models and the like prepared by Artist in connection with this Agreement.
- b. Artist shall use best efforts in any public showing or use of reproductions of the Mural to give acknowledgement to Agency.
- c. Artist grants to the Agency a royalty-free, irrevocable, non-exclusive license to photograph, film, reproduce, and publicly distribute images of the Mural in any media now known or later developed, including print, broadcast, digital or social media platforms, for the purposes of promotion, public education, tourism, and civic engagement. This includes, but is not limited to, use in CRA or city marketing materials, wayfinding, public art tours, neighborhood branding and revitalization campaigns, and partnerships with educational, nonprofit, or tourism agencies. Whenever possible, reproductions of the Mural created by Agency shall identify the Mural's Artist, title, and location.
- d. In view of the requirement that the final Mural be unique, Artist warrants that it will not produce a substantially similar replica of the Mural, or allow others to do so on Artist's behalf, without the prior written approval of the Agency. This covenant shall continue in effect for a period consisting of the life of the Artist plus fifty (50) years after his or her death and shall be binding on Artist's successors, heirs and assigns. Agency understands and acknowledges that Artist may use materials, themes, elements, concepts, dimensions, colors and shapes used in the Mural in other works of art produced by Artist, and the use of similar materials, themes, elements, concepts, dimensions, colors and shapes in other works of art does not violate this Agreement.
- e. Agency is not responsible for any third-party infringement of Artist's copyright and is further not responsible for protecting the intellectual property of the Artist.
- f. Artist waives any and all claims that might arise from any application of the Visual Artist's Rights Amendments to the Copyright Law of the United States, 17 U.S.C. §106A.

10. **Notice.** Artist agrees to keep Agency notified in writing of changes in Artist's address or other contact information. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

To Agency:

Salt Lake City Community Reinvestment Agency

Attn: Browne Sebright

451 South State Street, Room 115

Salt Lake City, UT 84111

To Artist:

To Owner:

11. **Indemnification; Release.**

a. Artist agrees to protect, defend, release, indemnify and hold harmless Owner, along with Agency and Agency's officials, officers, employees and agents (collectively, "Agency Parties") from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (a) any claim by a third party that the Mural or anything made, used, sold, or otherwise disposed of, in or as a result of this Agreement, allegedly infringes any trademark, copyright, patent, trade secret or other intellectual property right of a third party; (b) loss of or damage to the property of any Party or third person arising from the negligence or willful misconduct of Artist, his, her, or their representatives, contractors, agents or employees in the performance of this Agreement; or (c) death or personal injury to the agents of any Party or to any third person, arising from the negligence or willful misconduct of Artist, his, her, or their representatives, contractors, agents or employees in the performance of this Agreement.

b. Owner and Artist each hereby voluntarily releases, waives, and forever discharges Agency Parties from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses of any kind or nature, whether known or unknown, foreseen or unforeseen, arising out of or relating in any way to Owner's participation in the Mural Program, including but not limited to the design, installation, existence, maintenance, repair, alteration, or removal of the Mural. This release includes, without limitation, any claims for property damage, personal injury, economic loss, or other damages allegedly arising from or connected with the Mural Program, except to the extent caused by the gross negligence or willful misconduct of Agency, if such limitation is required by applicable law. Owner acknowledges that participation in the Mural Program is voluntary and that this release is a material condition of participation.

12. **Insurance.**

a. Artist, at Artist's own cost and expense, must secure and maintain Comprehensive General Liability Insurance ("CGL") with Agency, its officers, employees and agents (collectively, "Agency Additional Insureds") named additional insureds in the minimum

amount of \$1,000,000.00 in the aggregate and \$500,000.00 per occurrence. Agency Additional Insureds shall be included on the CGL using (a) ISO additional insured Endorsement CG 20 10 (11 85); (b) CG 20 10 (10 01) and CG 20 37 (10 01); or (c) an endorsement providing equivalent coverage. This insurance for Agency must apply on a primary and non-contributory basis in comparison to all other insurance including Agency's own policy or policies of insurance. The CGL policy shall protect Agency Additional Insureds, Artist, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Artist's work or operations under this Artist Agreement, whether performed by Artist, any subcontractor, or anyone directly or indirectly employed by either of them. The CGL policy must also include contractual liability insurance for the indemnity provided under this Artist Agreement. Artist must provide certificates of insurance evidencing such insurance coverage to Agency prior to or upon execution of this Artist Agreement. The cost of this insurance coverage is an eligible expense to be included in Artist's invoice to Agency.

b. Owner, at Owner's own cost and expense, must secure and maintain a CGL policy in the minimum amount of \$1,000,000.00 in the aggregate and \$500,000.00 per occurrence. The CGL policy shall protect against claims for damages for bodily injury, including accidental death, and property damage that may arise from Artist's work or the preparation, installation, maintenance or presence of the Mural at the Property. Owner must provide certificates of insurance evidencing such insurance coverage to Agency prior to or upon execution of this Agreement

13. **Relationship of Parties.** For purposes of this Agreement, Artist and Owner are each an independent contractor. No other legal relationship has been formed by this Agreement, and in no manner is Artist or Owner an employee or agent of Agency. Neither Artist nor Owner is entitled to any of the benefits associated with such employment. Artist is responsible for all applicable federal, state, and local taxes and all FICA contributions as provided herein. No Party has authorization, express or implied, to bind the other Party. Each Party agrees not to perform any such acts as an agent for another Party. Nothing contained in this Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against any Party to this Agreement for a finder's fee, brokerage commission, or other like payment.

14. **Force Majeure.** No Party to this 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 Agreement by mutual written agreement after determining such delay will prevent successful performance of this Agreement.

15. **Severability.** In the event that any provision of this 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 Agreement.

16. **Governing Law and Venue.** This Artist Agreement is governed by the laws, rules, and

regulations of the State of Utah. Any action or proceeding arising from this Artist Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.

17. **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the Parties with respect to the Mural Project. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement. This Agreement may be modified only by a written instrument signed by the Parties.

18. **Laws and Regulations.** At all times during this Agreement, Artist, Owner and Agency shall comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

19. **Government Records Access and Management Act.** Agency and Salt Lake City Corporation (the "City") are governmental entities and are 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 Agreement may be subject to public access. If Artist or Owner believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Artist or Owner 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). Artist and Owner each agree to cooperate with and to supply any requested records to Agency with any public records request. This obligation will survive any suspension or termination of this Agreement.

20. **Time is of the Essence.** For the completion of the Mural, time is of the essence. Artist is liable for all reasonable damages to Agency as a result of Artist's failure to timely perform the Mural and obligations required under Section 1.b. of this Agreement. Requests from the Artist for extension of the installation deadline must be made in writing to the CRA, and may be approved at the CRA's sole discretion.

21. **REPRESENTATION REGARDING ETHICAL STANDARDS.** Artist and Owner 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.

22. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Parties' prior written consent.

23. **Subcontractors.** In the event any work is subcontracted, Artist shall require its subcontractor, at no cost to Agency, to secure and maintain all minimum insurance coverages required of Artist hereunder. If a subcontractor is permitted to perform the work associated with the Mural under this Agreement, Artist is responsible for the subcontractor's performance. The subcontractor is subject to all of the terms of this Agreement that apply to Artist except for invoices and payments. Agency will accept invoices only from Artist and will make payments only to Artist.

24. **Not Exclusive.** Artist understands that this Agreement is not exclusive. Agency may contract with other individuals or entities to provide the same or similar services. This Agreement does not guarantee any amount of work.

25. **Publicity.** The Artist grants to the Agency the right to use the Artist's name, biography, photograph or likeness in connection with the Mural in any manner and in any media, provided that the use is for a non-commercial purpose according to the standards set forth in this Agreement. The Artist shall have the right to approve in advance any photograph, likeness or biographical information utilized by the Agency under this Section.

26. **Amendments.** This Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to and incorporated into this Agreement.

27. **Waiver.** Failure by any Party to insist upon the strict performance of any condition of this Artist Agreement or to exercise any right or remedy found under this Agreement does not constitute a waiver. Any Party may waive any of its rights or any obligations of the other Party or Parties by written notice to the other Parties. Every other condition in Agreement will remain in full force with respect to any existing or subsequently occurring default.

28. **Survival.** Termination of this Agreement does not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default or defect in the Mural that has not been cured or for any term that explicitly survives the termination of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the Effective Date.

ARTIST:

Signature

Name

OWNER:

Signature

Name

**SALT LAKE CITY
COMMUNITY REINVESTMENT AGENCY:**

Danny Walz
Director

ATTEST:

Salt Lake City Recorder

Approved as to form:
Salt Lake City Attorney's Office

Jennifer Huntsman

Exhibit A
Property

EXHIBIT B

NORTH TEMPLE MURAL COMMISSION PROGRAM GUIDELINES

A “Mural” consists of artwork painted or otherwise permanently applied directly to a wall or other fixed surface on the Property. In this program, Murals are intended to deter graffiti and vandalism and to enhance the surrounding community by celebrating artistic vibrancy and inclusivity. The Salt Lake Community Reinvestment Agency (“CRA”) supports this endeavor and has adopted the following guidelines to promote quality, consistency, and the best results possible:

1. Artistic and Community Standards

The Mural shall:

- Reflect the character, history, and surrounding context of the neighborhood;
- Visually engage pedestrians, motorists, and visitors to the area;
- Celebrate Salt Lake City’s vibrant artistic community; and
- Be generally consistent with a spirit of inclusivity of all abilities, incomes, ages, genders, and cultural background.

The Mural shall not:

- Depict or promote partisan political or religious viewpoints;
- Contain sexual content, vulgarity, or violate general standards of decency or respect for the diverse beliefs and values of the community; or
- Include commercial messages, logos, slogans, or other advertising elements.

2. Design for Viewing

The Mural shall be designed to be visually effective from multiple vantage points, including pedestrians, moving vehicles, and seated viewers.

3. Surface Preparation and Materials

- The wall surface shall be adequately primed or otherwise prepared to receive the proposed materials and allow for proper technical execution.
- The Artist shall consider exposure to weather and environmental conditions in selecting materials to minimize fading, deterioration, or damage.
- Appropriate surface preparation, including cleaning, priming, and application of anti-graffiti coating shall be performed prior to and after installation, as applicable.

4. Maintenance Considerations

The Mural’s design and materials shall account for anticipated maintenance needs during the Minimum Mural Life. For any site-specific elements that may require additional upkeep, the Artist must include a reasonable estimate of anticipated maintenance needs in the Artist’s Proposal.

5. Compliance With Laws and Standards

The Mural shall meet all reasonably applicable public-safety, structural, and maintenance standards and shall comply with CRA requirements and all applicable federal, state, and local laws, codes, and regulations.