

Building Community Through Art

MARSHALL Mural Project

LETTER OF AGREEMENT

This agreement is entered into this day, 6-14-11 by and between the City of Marshall/Marshall Mural Committee, hereinafter referred to as the "City" and Marshall Commercial Properties, LLC, hereinafter referred to as "Business Owner".

- 1) The Business owner agrees to provide use of his/her business exterior wall for the painting/display of a public art mural.
 - b) The mural shall be located on the west wall of the store front located at 256 West Main Street in Marshall, MN.
 - c) The Artist employed by the City shall commence painting the mural on or about late to June 2011 with an estimated painting time up to 1 month. The Artist shall plan to install murals in late August the mural panels with a timeline of no later than 4 months, pending severe weather constraints.
 - d) The city and artist agree to take every precaution to ensure appropriate wall preparation prior to actual mural installation.
- 2) The City shall pay for all artist's services and materials necessary for the painting and installation of the mural and maintenance of public sidewalk area during and after painting.
- 3) The City shall provide commercial general liability insurance with coverage in the amount of \$1,500,000.00 and require liability coverage of \$500,000 by the Artist. The City of Marshall and Marshall Commercial Properties, LLC will be listed as insured parties under the Artist's insurance policy.
- 4) The City/MAFAC will assume ownership of the mural and be responsible for conservation, maintenance and costs of the mural and agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter. By agreement of both parties, this agreement may be renewable at the conclusion of this agreement period. The business owner will not add or subtract to mural with signs, paint, or other materials.
- 5) It is understood that the mural will have no effect on the assessed value of the building.
- 6) The business owner and the City agree that this agreement will be binding on any successor in interest and will be in recordable form so that prospective owner may acquire notice of this agreement.

Dated the 14 day of June, 2011.

Signature [Handwritten Signature]

Title Mayor

City Of Marshall

Marshall Commercial Properties, LLC

[Handwritten Signature]
Alan Freig