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Building Community Through Art

MARSHALL Mural Project

LETTER OF AGREEMENT

This agreement is entered into this day, _____ by and between the City of Marshall, hereinafter referred to as the "City" and Marshall Area Fine Arts Council, hereinafter referred to as "MAFAC".

WHEREAS, the City has initiated discussions regarding the development of three artistic murals to be placed upon downtown Marshall, Minnesota buildings as an enhancement and revitalization of the downtown core business district and

WHEREAS, MAFAC has agreed to provide leadership for the project for creation of three themed murals to be placed on a downtown Marshall, Minnesota buildings and

WHEREAS, upon installation of the three murals, the parties hereto propose to enter into contractual relationship as outlined below.

- 1) MAFAC will be in title, owner of the murals and provide periodic inspection of murals for conservation and maintenance issues. This agreement will be in force upon completion of each mural and for ten (10) consecutive years thereafter.
- 2) MAFAC agrees to provide leadership for necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration of the murals. Should maintenance or restoration be determined, MAFAC will contact the artist to negotiate those services. Funding for such services will be supplied by the City.
- 3) 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. The City will advise MAFAC if such actions are pending.
- 4) Insurance related to casualty loss and liability of the three art works will be the responsibility of the City.

Dated the _____ day of _____, 2011.

Signature _____

Title _____

City Of Marshall

Marshall Area Fine Arts Council

Carol Purring President

Building Community Through Art

MAFAC Mural Project

LETTER OF AGREEMENT

This agreement is entered into this day, _____ by and between the City of Marshall/Marshall Mural Committee, hereinafter referred to as the "City" and Johnson's Paint and Wallpaper, 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 Johnson's Paint and Wallpaper located at 316 West Main Street in Marshall, MN.
 - c) The Artist employed by the City shall commence painting the mural on or about early to June 2011 with an estimated painting time up to 1 month. The Artist shall complete the mural no later than July 1, 2011, pending severe weather constraints.
 - d) The city and artist agree to take every precaution to ensure appropriate wall preparation prior to actual mural application. The Business Owner will power-wash this wall prior to commencement of mural painting.
- 2) The City shall pay for all artist's services and materials necessary for the painting 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 Johnson's Paint 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. 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) 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 _____ day of _____, 2011.

Signature _____ Title _____

City Of Marshall

Business Owner Renee DeLustan

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 Johnson's Paint and Wallpaper, 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 Johnson's Paint and Wallpaper located at 316 West Main Street in Marshall, MN.
 - c) The Artist employed by the City shall commence painting the mural on or about early to June 2011 with an estimated painting time up to 1 month. The Artist shall complete the mural no later than July 1, 2011, pending severe weather constraints.
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- 2) The City shall pay for all artist's services and materials necessary for the painting 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 Johnson's Paint 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. 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) 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 14th day of June, 2011.

Signature [Signature]

Title Mayor

City Of Marshall

Business Owner Renee DeAustin