



**Platte Valley Arts Council, Inc.**

**MEMO OF UNDERSTANDING**

Platte Valley Arts Council, Inc (PVAC)  
P.O. Box 127  
Saratoga, WY 82331  
[plattevalleyarts@yahoo.com](mailto:plattevalleyarts@yahoo.com)

**WHEREAS**, PVAC will apply for grant funding from the Carbon County 250 Committee/Wyoming 150 Project/America 250 to commission a mural.

**WHEREAS**, this mural will reflect the America 250 themes which connect Wyoming's unique culture to state and national themes celebrating the nation's 250th birthday.

**WHEREAS**, PVAC will own the mural created for the "Wyoming 250 Project" if the grant is awarded.

**WHEREAS**, PVAC wishes to keep the mural in public locations for the enjoyment of others.

**WHEREAS**, the mural will be constructed with various types of metal fabricated into a three-dimensional mural installed on a concrete retainer wall.

**WHEREAS**, the mural will be located on the property of Hobo Hot Springs, Saratoga, Wyoming, currently owned by the Town of Saratoga.

**NOW THEREFORE**, in consideration of the mural promises and covenants contained here, PVAC and PROPERTY OWNER (**Town of Saratoga**) agree:

PVAC has made mural/sculpture available for public enjoyment under certain conditions:

1. PROPERTY OWNER will not dismantle, move, or otherwise alter the mural without specific permission from the PVAC.
2. PROPERTY OWNER agrees to notify PVAC as soon as possible if the mural has been vandalized, broken, stolen, or otherwise damaged.
3. PVAC has the right to perform routine maintenance on the mural without consent of the PROPERTY OWNER.

4. Such maintenance will be completed in a timely manner by and as arranged by the PVAC. Maintenance may include but is not limited to:
  - i. adding a clear coat protection
  - ii. securing the hanging and/or mounting hardware
  - iii. repairing frames
  - iv. replacing broken or damaged items
5. All routine maintenance and care of PVAC mural shall be the fiscal responsibility of PVAC.
6. PROPERTY OWNER will allow installation of the mural on their property with no financial obligations to PVAC.
7. PVAC will retain ownership of the said mural and ensure proper insurance is carried by PVAC.
8. This Memo of Understanding shall terminate at such a time mutually agreed upon by PVAC and PROPERTY OWNER.
9. In the event that the property is sold to another entity, the PROPERTY OWNER will notify PVAC and allow PVAC to discuss mural/sculpture agreement with new owners.

#### **INDEMNIFICATION**

PROPERTY OWNER agrees to indemnify and hold harmless the Platte Valley Arts Council, Inc. from liability for any claims arising out of the negligence or wrongful act or omission of its agents, servants, employees, or contractors. The right to indemnification shall include all defense costs, including attorneys' fees, all court costs, expert witness fees, discovery expense and any other costs permitted by the court, mediator, or arbitrator.

#### **AUTHORITY**

By their signatures to this Memo of Understanding, all parties represent and warrant that they are authorized to act for and bind their principals.

This Memo of Understanding contains the entire agreement of the parties and may only be modified in a written document signed by all parties hereto.

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PROPERTY OWNER  
Mayor Chuck Davis

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PLATTE VALLEY ARTS COUNCIL  
Stacy Crimmins, President

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Date

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Date