

**DOWNTOWN DEVELOPMENT AUTHORITY OF STONE MOUNTAIN
ACKNOWLEDGMENT, AGREEMENT, AND INDEMNIFICATION**

_____ (“Artist”) acknowledges that it has received grant proceeds as set forth in the Mural Agreement entered into by and between Artist and the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN, a public body corporate and politic created and existing under the laws of the State of Georgia (the “DDA”) for the purpose of completing a mural art installation (the “Artwork”).

Artist acknowledges that the Artwork is funded by DDA for the purpose of beautifying Stone Mountain, Georgia as described in the Mural Agreement.

Artist acknowledges that in exchange for initiating and completing the Artwork they will receive four (4) equal and separate installments of Two Thousand Five Hundred and 0/100 Dollars (\$2,500.00) that equal to the sum of Ten Thousand and 0/100 Dollars (\$10,000.00) as described in the Mural Agreement (the “Mural Stipend”).

Artist acknowledges that its receipt of the Mural Stipend may subject Artist to State and/or Federal taxes. Artist further acknowledges that it has not relied upon any representation by DDA or Williams Teusink, LLC in connection with any such tax liability and acknowledges that it was so advised and afforded full rights and a sufficient period of time to retain legal and tax counsel of its choice or obtain independent legal and tax advice to see that its legal and tax interests and rights are protected in acceptance and receipt of the Mural Stipend.

Artist acknowledges that the Mural Stipend, including specifically the use of such funds, may be subject to audit by the City, County, and/or Federal regulatory and governmental entities. Artist agrees to cooperate in good faith with any such audit of the Mural Stipend that is conducted by the City, County, and/or Federal regulatory and governmental entity.

Artist hereby indemnifies and holds the DDA, and DDA’s officers, directors, employees, shareholders, representatives and agents, harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, causes of action, judgments, lawsuits and other proceedings and costs and expenses (including reasonable attorneys’ fees and expenses) which arise directly or indirectly from or out of, or in any way connected with the Mural Stipend.

ARTIST:

By: _____(SEAL)

Name:

Title: