

**MURAL AGREEMENT BETWEEN THE DOWNTOWN DEVELOPMENT  
AUTHORITY OF STONE MOUNTAIN AND  
\_\_\_\_\_ (Artists Company/ Artist Name) \_\_\_\_\_.**

**THIS MURAL AGREEMENT** (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN (the “DDA”), a public body corporate and politic created and existing under the laws of the State of Georgia, and \_\_\_\_\_ (“Artist”), an individual contractor, for the initiation and competition of a public art installation. The DDA and Artist may be referred to individually as “Party” or together as “Parties.”

**RECITALS**

This Agreement is entered into with reference to the following recitals of fact (“Recitals”) that DDA and Artist believe to be true as of the Effective Date of this Agreement:

**WHEREAS**, on September 18, 2024, the DDA issued a Request for Qualifications (the “RFQ”) for an outdoor wall mural installation on the property located at 901 Main St, Stone Mountain, Georgia 30083 (the “Property”), owned by St. Michael and All Angels' Episcopal Church, Inc., a Georgia nonprofit corporation (“Property Owner”);

**WHEREAS**, the purpose of the installation is to bring beauty to what would otherwise be a cold, blank wall and celebrate the energy and diversity of the local area;

**WHEREAS**, the DDA has reviewed the RFQ submissions and selected Artist as the winning submission;

**WHEREAS**, the DDA and Artist desire to enter into this Agreement to collaborate on the installation of a mural art installation (the “Artwork”), by the Artist, in a form consistent with the Art Goals statement listed in the RFQ and the Artist concept design submitted to the DDA (the “Concept Design”). The Concept Design is attached hereto as **Exhibit A**;

**WHEREAS**, the Artwork shall be installed at the Property on a façade on the structure located and depicted in **Exhibits B & C**; and,

**WHEREAS**, as a condition of Property Owner’s participation in the project, Property Owner and DDA will enter into a separate Property Owner Consent Agreement for permission for Artist to complete the Artwork in exchange for a stipend from the DDA (the “Property Owner Consent Agreement”).

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**I. DDA’S RESPONSIBILITIES**

DDA shall do the following:

1.1. Provide the Artist with a stipend in the amount of Ten Thousand and 0/100 Dollars (\$10,000.00) to design, fabricate, and install the Artwork at the Property to be paid in separate and equal installments as described in Section 3.2 pursuant to the conditions of this Agreement (the “Mural Stipend”).

1.2. Enter into the Property Owner Consent Agreement with the Property Owner on or before the Effective Date of this Agreement.

1.3 Ensure compliance of this Agreement by all Parties.

## **II. ARTIST RESPONSIBILITIES**

Artist, or Artist's authorized agent, shall do the following:

2.1. The Artist will purchase all supplies needed to complete the Artwork consistent with the Artist's Concept Design.

2.2. The Artist will install the Artwork at the Property consistent with the Concept Design approved by the DDA. If the Artist seeks to modify the Artwork from the approved Concept Design, the Artist will submit the proposed changes to the DDA, or their designee, prior to implementing them. The DDA must agree to changes to the Artwork, and the DDA reserves the right to consult with the Property Owner or require DDA approval of any proposed changes to the Concept Design.

2.3. The Artist is responsible for providing safety measures for all personnel working on the Artwork and reasonably ensuring that the Artwork is safe from destruction during installation.

2.4. The Artist shall produce the Artwork in a manner that is designed to provide the Artwork, upon completion, with at least a ten (10) year lifespan (the "Mural Lifespan") including acquiring and using all necessary and appropriate sealants or finishes for the Artwork; Artist shall take all necessary steps to prepare the façade on the Property for the Artwork; Artist affirms that the Artwork shall have an expected lifespan of ten (10) years when exposed to typical wear and tear, weathering, and exposure to elements at the Property;

2.5. The Artist, at its expense, shall be responsible for maintenance for the Artwork related to wear and tear, weathering, and exposure to elements for the Mural Lifespan.

2.6 In the event of vandalism, graffiti, or other intentional damage to the Artwork, the DDA will request that the Artist provide an estimate and a timeframe to complete the necessary remediation to the Artwork and such remediation shall be at DDA's expense. The estimate for remediation of the Artwork, exclusive of any structural work to the Property that may be necessary, shall not exceed the Mural Stipend as provided in Section I.

2.7. The DDA reserves the right to commission maintenance or remediation on the Artwork as may be necessary following the completion of the project.

2.8. Except as otherwise provided by this Agreement, the Artist and its subcontractors and consultants, if any, shall obtain and maintain, throughout the term of this Agreement and for a period of at least two (2) years following the installation of the Artwork under this Agreement, at no expense to the DDA, the following insurance coverages:

(a) Public Liability Insurance in the amount of not less than Four Hundred Thousand and No/100 Dollars (\$400,000.00) or such other amount as is established by Georgia law, as amended from time to time, combined single limit, to protect the Artist, any subcontractor performing services under this Agreement, and the DDA from claims and damages that may arise from operations under this Agreement, whether such operations be by Artist or by a subcontractor or by anyone directly or indirectly employed by them.

(b) Automobile Liability Insurance in the amount of not less than Four Hundred Thousand and No/100 Dollars (\$400,000.00) or such other amount as is established by Georgia law as amended from time to time, combined single limit, to protect the Artist, any subcontractor performing work covered by this Agreement, and the DDA from claims and damages that may arise from operations under this Agreement, whether such operations be by Artist or by a subcontractor or by anyone directly or indirectly employed by them.

(c) Workers' Compensation Insurance in amounts required by Georgia law and Employer's Liability Insurance, as necessary, as required by Georgia law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the Artist shall, at its own expense, provide for the protection of its employees not otherwise protected.

(d) All such insurance policies shall name the DDA and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the Artist and its subcontractors may provide a written waiver of subrogation rights against the DDA. The Artist, prior to commencement of services under this Agreement, and any of its subcontractors, prior to commencement of services under any subcontract shall deliver to the DDA certificates satisfactory to the DDA evidencing such insurance coverages, which certificates shall state that the Artist and its subcontractors must provide written notice to the DDA at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the DDA prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The Artist shall not commence services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the DDA, nor shall the Artist allow any of its subcontractors to commence services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the DDA. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the Artist's commencement of services hereunder.

2.9. The DDA reserves the right to manage and maintain the Artwork, once initiated, at their sole discretion. If the DDA intends to modify or remove the Artwork within ten (10) years of its completion or during its installation, the DDA shall consult with the Artist and Property Owner, however a decision to modify or remove the Artwork shall be at the sole discretion of the DDA.

2.10. The Artist shall commence with the Artwork installation within one hundred (100) days of Effective Date of this Agreement, unless otherwise agreed to in writing by the DDA (the "Commencement Date") and shall complete the installation of the Artwork within one hundred and eighty (180) days from the Commencement Date (the "Completion Date"). Commencement of the Artwork installation as referenced herein is when site preparation on the Property commences but does not include research and development for the design of the Artwork.

2.11. Artist shall enter into the Property Owner Consent Agreement with the Property Owner on or before the Effective Date.

2.12. As a condition precedent to the Mural Stipend, Artist, shall deliver to or for the benefit of DDA, as applicable, on or before the Effective Date, the following, in form and substance satisfactory to the DDA (collectively, the "Agreement Documents"):

- a. Property Owner Consent Agreement;
- b. Acknowledgment, Agreement, and Indemnification;
- c. Representation Acknowledgment;
- d. Errors And Omissions Compliance Agreement; and
- e. Resolution (if Artist is a company).

2.13 Should any information and supporting documentation submitted by Artist to DDA or Property Owner change related this Agreement, Artist shall immediately correct, amend, or update such information and documentation with the appropriate party.

### **III. PAYMENT**

3.1 The DDA will provide the Mural Stipend to the Artist for design, fabrication, transportation, documentation, installation, staging, lifts, safety measures, and other necessary obligations associated with installing the Artwork at the Property consistent with the approved Concept Design.

3.2 The payments will be made in installments payments as follows:

<b>Payment</b>	<b>Amount</b>	<b>Payment Date</b>
1	\$2,500.00	90 days from the Effective Date
2	\$2,500.00	45 days from Completion Date
3	\$2,500.00	20 days from the Completion Date
4	\$2,500.00	Completion Date

3.3 The DDA reserves the right to deny payment for travel or research that appears excessive or unnecessary for the production of the approved Concept Design.

3.4 Artist shall provide upon request from the DDA all receipts and supporting documents showing that the payments described in this Section III are spent towards completing the Artwork.

**IV. MURAL OWNERSHIP.** Upon completion of the Artwork, the parties acknowledge and agree that the DDA shall retain all ownership rights to the Artwork as an artistic work, including marketing, copyright and exhibition rights.

**V. REPRESENTATIONS.** Artist acknowledges that Artist is DDA's independent contractor, that there is no employee-employer relationship between DDA and Artist, and that the DDA shall not be liable for any claims whatsoever arising from or relating to the Artist's participation in the program. This section shall survive termination of this Agreement.

### **VI. TERM AND TERMINATION**

6.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the conclusion of the Mural Lifespan, unless earlier terminated.

6.2. Termination for Convenience. This Agreement may be terminated solely by the DDA at any time by giving written notice to Artist at least thirty (30) days in advance.

6.3. Termination for Cause. Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days

after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

#### 6.4. Early Termination

(a) If the Property Owner Consent Agreement terminates before the Completion Date, this Agreement will be deemed terminated. If the Property Owner Consent Agreement is terminated the DDA shall give prompt notice of its termination to the Artist. Termination of this Agreement will be effective upon receipt of said notice. The DDA shall compensate the Artist in accordance with the installment schedule in Section 3.2 of this Agreement, including pro rata payments for materials and time committed by the Artist if the Property Owner Consent Agreement is terminated between the payment installments outlined in Section 3.2. The pro rata payment shall be a proportional fraction of the next installment payment based on the number of days.

**VII. INDEMNIFICATION.** Artist shall at its own expense defend, indemnify, and hold harmless the DDA, its officers, agents, and employees, as well as the Property Owners from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments relating in any manner to, or arising out of, the installation or this Agreement, caused by the negligent acts or omissions of the Artist or its employees, agents or subcontractors. Artist shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against the DDA or Property Owner upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the DDA is a party, the DDA shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the DDA. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement. This defense and indemnification obligation is intended to waive any exclusivity of remedy or employer immunity provisions that may otherwise be available under the worker's compensation or similar laws. Nothing in this Agreement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the DDA or its respective officers, agents, and employees, under Georgia law or any other privileges and/or immunities provided by law.

#### **VIII. MISCELLANEOUS**

8.1. Recitals. The Recitals set forth above are hereby incorporated into the Agreement.

8.2 Headings. The headings of the articles, paragraphs and subparagraphs of this Agreement are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

8.3 Additional Documents. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement, including an amendment consistent herewith to this Agreement or further agreement(s) which includes customary insurance requirements.

8.4. Notice. Any notice, request, direction, demand, consent, waiver, approval, or other communication required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or overnight courier, or electronic transmission as defined below.

Notices or other communication shall be addressed as follows:

To DDA: Stone Mountain Downtown Development Authority  
Attn: Maggie Dimov, Executive Director  
875 Main Street  
Stone Mountain, Georgia 30083

With copy to:

Kyle Williams, Esq.  
Williams Teusink, LLC  
The Sycamore Building  
312 Sycamore Street  
Decatur, Georgia 30030  
Email: kwilliams@williamsteusink.com

To Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Party may change its information for notice purposes at any time by providing written notice to the other Party.

8.5. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns. The parties hereto acknowledge that this Agreement evidences a transaction involving interstate commerce.

8.6. Amendments. All modifications of, or amendments to, this Agreement shall be in writing and signed by the Parties.

8.7 Non-Liability of the DDA. The relationship between Artist and the DDA created by this Agreement is strictly a grantor and grantee relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between the DDA and Artist. Artist is exercising Artist's own judgment with respect to Artist's business. All information supplied to the DDA is for the DDA's protection only and no other party is entitled to rely on such information. There is no duty for the DDA to review, inspect, supervise, or inform Artist of any matter with respect to Artist's business. The DDA and Artist intend that the DDA may reasonably rely on all information supplied by Artist to the DDA, together with all representations and warranties given by Artist to the DDA, without investigation or confirmation by the DDA and that any investigation or failure to investigate will not diminish the DDA's right to so rely.

8.9 Consent to Publication. Artist acknowledges and agrees that the amount of the Mural Stipend and its name or business name may be published in written or digital content, or otherwise shared publicly in reports issued by the DDA and/or the City concerning the Artwork.

8.10 Consent to Jurisdiction and Venue. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the state and federal courts sitting in DeKalb County, Georgia with respect to any action or proceeding arising out of or related to this Agreement or any other contract or agreement entered into between the parties hereto. The state and federal courts sitting in DeKalb County, Georgia shall be the exclusive venue for any action or proceeding arising out of or related to this Agreement subject to the DDA's right to elect arbitration or mediation.

8.11 No Waiver: Remedies. No failure on the part of the DDA, and no delay in exercising any right under this Agreement, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided to the DDA shall not be exclusive but shall be concurrent, in addition to and cumulative of any other remedies the DDA may have by law or under the Agreement and Agreement Documents. The failure to seek or exercise any remedy shall not be deemed a waiver or foreclose any subsequent remedy.

8.12 Time. Time is of the essence of this Agreement.

8.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

8.14 Rights of Third Parties. All conditions of the obligations of the DDA hereunder, including the obligation to fund the Mural Stipend, are imposed solely and exclusively for the benefit of Artist and its successors and assigns and no other person or entity shall have standing to require Agreement of such conditions in accordance with their terms or be entitled to assume that the DDA will refuse to fund the Mural Stipend in the absence of strict compliance with any or all thereof, and no other person or entity shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by the DDA at any time if in its sole discretion it deems it desirable to do so. Artist shall and does hereby indemnify the DDA from and against any liability, claims or losses resulting from the funding of the. This provision shall survive this Agreement and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

8.15 Evidence of Agreement of Conditions. Any condition of this Agreement which requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition the existence or non-existence, as the case may be, of such fact or facts, and the DDA shall, at all times, be free independently to establish to its reasonable agreement and in its reasonable discretion such existence or non-existence.

8.16 No Reliance. This Agreement, together with the other Agreement Documents, constitute the entire agreement between the parties with respect to the subject matter hereof and hereby supersedes all prior communications, understandings, and agreements related to this transaction, whether oral or written. Artist represents and warrants that it has not relied on any representations or statements of the DDA (other than those representations explicitly set forth in this Agreement, together with the other Agreement Documents), and Artist further agrees that Artist shall not be entitled to rely in the future on any representations, actions, omissions or

statements of the DDA that are not incorporated into a formal amendment to the Agreement Documents.

8.17 No Agency. The DDA is not the agent or representative of Artist, and Artist is not the agent or representative of The DDA, and nothing in this Agreement shall be construed to make the DDA liable to anyone for debts or claims accruing against Artist.

8.18 Successors and Assigns Included in Parties. Whenever in this Agreement any party hereto is named or referred to, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of Artist or by or on behalf of the DDA shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether so expressed or not.

8.19 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Artist and the DDA by and through the signatures of their authorized representative(s) set forth below, effective as of the Effective Date.

**ARTIST:**

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

**DDA:**

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

\_\_\_\_\_(SEAL)  
Carl Wright, Chair

Attest:

\_\_\_\_\_  
Maggie Dimov, Executive Director