

Property Owner Consent and Release

The undersigned (the “**Property Owner**”) gives its consent to the City of Vancouver (the “**City**”) and to _____ (the “**Applicant**”) to participate in the Mural Support Program, including consent for the Applicant, the City and any contractors of the City to access the property located at _____ (the “**Property**”) to paint the mural and to perform any subsequent maintenance obligations.

The Property Owner represents and warrants to the City that:

- the Property Owner is the legal and beneficial owner of the Property;
- the Property Owner has full power and authority to grant the above consent and the below release and indemnity; and
- no other person or entity is required to consent to participation in the Mural Support Program on the Property, including, without limitation, any tenant, occupant, or operator of the Property.

The Property Owner acknowledges and agrees that the Property Owner will be responsible and liable for all damages, losses, costs, actions, causes of action, claims, demands, liens, liabilities, expenses and indirect or consequential damages of any kind and nature whatsoever (collectively, “**Losses**”), caused by, resulting from, arising out of, or incidental to its participation in the Mural Support Program, including, without limitation, any Losses resulting from any negligent act of omission of the City or its personnel or contractors (collectively, the “**Released Parties**”).

The Property Owner, for itself and any person or firm claiming through the Property Owner, hereby releases and discharges each of the Released Parties from and against all Losses which may arise or accrue to the Property Owner, that arise out of, or would not have been incurred but for its participation in the Mural Support Program whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties; and the Property Owner hereby covenants and agrees to indemnify and save harmless each of the Released Parties, from and against all Losses which may arise or accrue to any person or firm against any of the Released Parties or which any of the Released Parties may pay, incur, sustain or be put to, by reason of or in connection with:

- (i) the Mural Support Program;
- (ii) the City’s supplying certain materials pursuant to the Mural Support Program; or
- (iii) any personal injury, property damage or death,

whether or not such Losses are a result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties.

Property Owner / Authorized Signatory of Property Owner

Name:

Date: