

Terms and Conditions of Mural Repair Program

_____ (the “**Applicant**”) hereby represents and warrants to the City of Vancouver (the “**City**”) that:

- (a) the Applicant is the legal and beneficial owner of the property located at _____ (the “**Property**”) **OR** has obtained the consent of the legal and beneficial owner of the Property to participate in the Mural Repair Program by obtaining and submitting with this document a signed release and consent of the property owner in the form attached as Appendix 2;
- (b) the Applicant has full power and authority to enter into the terms and condition attached hereto as Appendix 1; and
- (c) no other person or entity is required to consent to the repair of the mural at the Property, including, without limitation, any tenant, occupant, or operator of the Property.

The Applicant agrees that by signing and submitting this document, they are bound by the terms and conditions attached hereto as Appendix 1.

The Applicant will disclose to the City any additional funding or support they have received or requested for the Project from the City and/or Vancouver Board of Parks and Recreation.

Applicant / Authorized Signatory of Applicant

Name:

Date:

FOR CITY OF VANCOUVER USE ONLY

Application received on the ___ day _____, _____, and accepted by:

City of Vancouver

Integrated Graffiti Management Program

Public Space & Street Use Division

Appendix 1 Terms and Conditions

1. Definitions

The following capitalized words have the following meanings in these Terms and Conditions:

- (a) **“City”** means the City of Vancouver;
- (b) **“Graffiti Removal Contribution”** means all of the graffiti removal services to be supplied by the City for the mural located at the Property pursuant to the Program;
- (c) **“Program”** means the Mural Repair Program; and
- (d) **“Project”** means the Graffiti Removal Contribution and any other touch-ups, repairs or finishing to be performed on the mural at the Property by the Applicant.

2. Use and Purpose of Material Funding

- (a) Other than the Graffiti Removal Contribution, the Applicant is responsible for any and all costs and work required to bring the mural into good condition, including any and all touch-ups, repairs or finishing, obtaining any required permits and insurance, artist payments and any resulting damages.
- (b) The Applicant agrees that the City may use photos of the mural on the City of Vancouver website and any of promotional materials of the City related to its anti-graffiti programs. The City shall credit the artist(s) in any such use. The Applicant shall ensure that the artist(s) is/are aware of and agrees to the foregoing.
- (c) The Applicant shall maintain the mural at the Property in good repair for a period of two years following completion of the Graffiti Removal Contribution (the **“Maintenance Period”**). If the mural is subject to any graffiti, vandalism or other damage during the Maintenance Period, the Applicant shall clean, repair and/or remove such graffiti, vandalism or damage, as the case may be, while preserving the mural within ten (10) working days of notification from the City. The Applicant acknowledges and agrees that neither the City nor the artist(s) are responsible for maintaining the mural.
- (d) The Applicant shall at all time remove any and all graffiti vandalism on their property in accordance with City of Vancouver Graffiti Bylaw 7343 or any successor bylaw.
- (e) The Applicant agrees to permit the City, or any contractor of the City including the mural artist(s), to enter onto the Property during the Maintenance Period for the exclusive purpose of repairing the mural in the event that the Applicant does not maintain the Project in accordance with these Terms and Condition. The City may invoice the Applicant for its reasonably incurred costs in connection with such repair and the Applicant shall promptly pay the City the amount set out in such invoice.

3. Site Access

The Applicant hereby consents to the City contractor accessing the Property for the purpose of providing the Graffiti Removal Contribution. The City will direct its contractor to coordinate the required access to the Property with the Applicant.

4. Release and Indemnity

(a) The Applicant acknowledges and agrees that the Applicant 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 the Project, including, without limitation, any Losses resulting from any negligent act or omission of the City or its personnel or contractors (collectively, the "**Released Parties**").

(b) The Applicant, for itself and any person or firm claiming through the Applicant, hereby releases and discharges each of the Released Parties from and against all Losses which may arise or accrue to the Applicant, that arise out of, or would not have been incurred but for the Project 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 Applicant 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 Project;

(ii) the City's supplying the City Contribution; 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.

5. Notifications and Communications

Any requests, notifications and materials that the Applicant is required to submit to the City pursuant to these Terms and Conditions must be submitted in writing to:

City of Vancouver, Street Activities Attention:
Integrated Graffiti Management Program
320-507 West Broadway
Vancouver, B.C.
V5Z 0B4

OR

murals@vancouver.ca

**Appendix 2
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 Repair 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 Repair 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 Repair 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 Repair 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 Repair Program;
- (ii) the City’s supplying certain materials pursuant to the Mural Repair 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: