

Terms and Conditions of Mural Support 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 Support 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 completion of the mural described in the Applicant’s Preliminary Application for the Mural Support Program (the “**Project**”), 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.

The Applicant will ensure that the Project complies, and that all persons involved in the Project will comply at all times, with all applicable health and safety requirements contained in applicable statutes, regulations, codes and by-laws, and, to the City’s satisfaction, with City policies for workplace safety, and, without limitation to the foregoing, the Applicant shall ensure that all persons involved in the implementation of the Project are protected under the *Workers Compensation Act*.

Applicant / Authorized Signatory of Applicant

Name:

Date:

<p>FOR CITY OF VANCOUVER USE ONLY</p> <p>Application received on the ___ day _____, _____, and accepted by:</p> <p>_____ City of Vancouver Integrated Graffiti Management Program Public Space & Street Use Division</p>

Appendix 1 Terms and Conditions

1. Definitions

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

- (a) **“Preliminary Application”** means the Preliminary Application for the Mural Support Program submitted by the Applicant to the City;
- (b) **“City”** means the City of Vancouver;
- (c) **“Conceptual Drawing”** means the initial conceptual drawing of the Project submitted to the City by the Applicant with its Preliminary Application;
- (d) **“Final Completion Date”** has the meaning given to it in section 4(a);
- (e) **“Final Drawing”** means the final drawing of the Project submitted by the Applicant and approved by the City;
- (f) **“Program”** means the Mural Support Program;
- (g) **“Project”** means the mural described in the Applicant’s Preliminary Application for the Mural Support Program;
- (h) **“Project Completion Date”** means the date on which the Applicant submits a photo of the completed Project pursuant to section 4(b); and
- (i) **“Materials”** has the meaning given to it in section 2(a).

2. Use and Purpose of Material Funding

- (a) Any and all materials (the **“Materials”**) provided to the Applicant by the City in connection with the Program must be used only for the Project as detailed in the Preliminary Application, Conceptual Drawing and Final Drawing.
- (b) The Applicant must submit the Final Drawing for the Project to the City for approval prior to the provision of any Materials by the City.
- (c) The Applicant must notify the City of any proposed material changes to the Project from the description of the Project set out in the Application, the Conceptual Drawing or the Final Drawing. The Materials may be used for such changes only with the prior written consent of the City.
- (d) The Applicant must not transfer or assign any of the Materials to any other person or entity without the prior written consent of City.
- (e) The Applicant is responsible for the selection and management of the artist(s) performing the artwork installation for the Project, including any arrangements or agreements that must be made with the artist(s) for the design, installation and maintenance of the Project.

- (f) Other than the Materials, the Applicant is responsible for any and all costs related to the Project, including but not limited to, picking up required materials from vendors, equipment rentals, any required permits and insurance, substrate cleaning, artist payments and any resulting damages.
- (g) 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.
- (h) The Project must at all times comply with the City of Vancouver's Mural Guidelines, Sign Bylaw, Zoning and Development Bylaw and any other applicable bylaws.

3. Site Access

If the Materials include:

- (a) a primer coating to be applied by a contractor of the City to prepare a surface; or
- (b) a sacrificial protective coating to be applied to the mural surface by a contractor of the City;

then the Applicant hereby consents to the City contractor accessing the Property for such purposes. The City will direct its contractor to coordinate any required access to the Property with the Applicant.

4. Project Completion Time

- (a) The Project must be completed no later than October 31 of the same year as the project was approved by the City (the "**Final Completion Date**") unless the City provides prior written approval of an extension.
- (b) Upon completion of the Project, the Applicant shall submit to the City a minimum of one digital photo with a minimum resolution of 300 dpi depicting the completed Project in its entirety. The Applicant acknowledges that the completed Project is subject to inspection by the City.
- (c) In the event that any portion of the Project is incomplete or unsatisfactorily completed, as determined by the City, on the Final Completion Date or any extension thereof, the Applicant shall, upon request by the City, immediately return any unused Materials and repay the value of any used Materials received, plus interest as determined by the City.

5. 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 of 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 Materials; 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.

6. Maintenance Obligations

- (a) The Applicant shall maintain the Project in good repair for a period of two years from the Project Completion Date (the "**Maintenance Period**"). If the Project 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 Project 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 Project.
- (b) 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.
- (c) The Applicant agrees to permit the City, or any contractor of the City including the Project artist(s), to enter onto the Property for the exclusive purpose of repairing the Project in the event that the Applicant does not maintain the Project in accordance with these Terms and Condition, for a period of two years from the Project Completion Date. 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.

7. 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 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: