

MURAL PAINTING AGREEMENT

THIS MURAL PAINTING AGREEMENT (hereinafter the “Agreement”) is entered into this _____ day of June, 2024, between the Village of Oak Park, an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter the “Village”) and _____, whose address is _____ (hereinafter the “Artist”). The Village and the Artist may, at times, each be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Artist has proposed to design and paint a mural for the Village, a depiction of which is attached hereto, for the “North Avenue Mural Bridge Project” in the Village of Oak Park, Illinois (hereinafter the “Project”) pursuant to the Artist’s Application, incorporated herein by reference; and

WHEREAS, the mural produced by the Artist will be permanently on view, free to the public, and outdoors in the Village; and

WHEREAS, the Village has determined that it is in the public interest to support the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Village and the Artist agree that:

1. The above Recitals are incorporated herein by reference as though fully set forth here.
2. The Artist shall receive compensation from the Oak Park Area Arts Council in the amount of \$ _____, with \$ _____ being paid upon the execution of this Agreement by the Parties and an additional \$ _____ being paid upon completion of the Project with a UV protectant sealant.
3. The Artist acknowledges that the Project will be located on property owned by a private property owner. The Artist understands that the Village has obtained permission from the property owner to place a mural on its property in accordance with the terms of an agreement between the Village and the property owner. The Artist agrees to be bound by that agreement which is incorporated herein as though fully set forth herein.
4. The Artist agrees to install the mural solely by the application of paint to the surface. No other materials will be attached to the wall. The Artist shall prepare the site for the Project and any and all equipment and materials in order to complete the Project.

5. This Agreement shall be in effect from the date reflected above and shall continue to be in effect unless terminated by either Party with thirty (30) days written notice to the other Party.

6. The Artist shall be responsible for the production of the Project, subject to approval by the Village and the Oak Park Area Arts Council.

7. The Artist shall enter into all third-party agreements as necessary to allow for the completion of the Project. Executed copies of all such agreements shall be submitted by the Artist to the Village.

8. **Insurance.** The Artist shall provide the Village with a "Certificate of Liability Insurance" naming the **Village of Oak Park** as an "additional insured" prior to installation of the Project in the amount of \$500,000 for comprehensive general liability/bodily injury and property damage. Said certificate must be received by the Village **before** the installation of the Project.

9. The Village reserves the right to remove the Project from Village property or private property as applicable if the Project falls into a state of disrepair. Ownership of the Project shall pass to the Village after the Project has been completed.

10. The Artist shall indemnify, hold harmless, and defend the Village, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village as a consequence of the Artist's performance of this Agreement or which may in any way result therefrom.

11. The Artist may not assign its benefits under this Agreement to any other individual or entity without the Village's explicit prior written consent.

12. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by both Parties.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall take effect upon the last date of its execution by one of the Parties as set forth below.

14. The Artist shall be considered an independent contractor of the Village and not as an agent or employee of the Village. The Artist shall have control of the work site required for the Project and shall not create or allow unsafe conditions to be maintained at the work site.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures, acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

ARTIST

By: _____

Name: Kevin J. Jackson

Title: Village Manager

By: _____

Name:

Dated: _____

Dated: _____