

AGREEMENT

WHEREAS, the Artist with signature below, wishes to implement a mural on a privately owned fence bordering the Recreationway commencing at the intersection of Hudson and Hillview Streets and Renzetti Place on South Hill in the City of Ithaca, owned by Marjorie Olds and Bryan Isacks, hereinafter referred to as the Property Owners, and

WHEREAS, the parties agree that the Artist will paint their proposed mural on the side of the fence that faces the Recreationway at the aforementioned intersection, and

WHEREAS, the Owners have sought input from adjacent property owners including the Town of Ithaca, City of Ithaca, Therm, Inc. and Rob Joyce of Hudson Street, and none of these parties have expressed objection to the mural project, and

WHEREAS, the artist will provide their own funding for the mural, and

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

The relationship of the Artist to the Property Owners is that of a grantor providing a gift to the Owners, for the public's benefit. As such, the Artist shall receive no payment or benefits from the Property Owners.

The Property Owners may terminate this Agreement at any time and reserve the right to have the subject artwork removed from the specified location at any time without cause.

The Artist shall defend, indemnify, and hold the Property Owners harmless from any claims against the Property Owners, the City of Ithaca, Therm, Inc., or Rob Joyce, arising from any actions of the Artist, including any injury or death to any person, or damage to property, or other loss arising out of the Artist's performance, or that of any agent, partner, employee, subcontractor, or invitee the Artist brings to the Recreationway fence located on the edge of 100 Renzetti Place, Ithaca, New York, where the Mural will be installed.

The Property Owners are not carrying worker compensation, disability or liability coverage to cover the Artist's actions.

If the accepted work is vandalized or otherwise requires maintenance or upkeep, the Property Owners may remove or repair or modify the Mural. Nothing in this paragraph shall be construed to alter, modify, or revoke the Property Owners' right to remove the work.

The Artist shall comply with all State laws and Federal and Local statutes, ordinances and regulations that are applicable to the performance of the Agreement.

Property Owner: _____ Date: _____

Artist: _____ Signature: _____ Date: _____

Artist: _____ Signature: _____ Date: _____

Artist: _____ Signature: _____ Date: _____

Artist: _____ Signature: _____ Date: _____