

Community Mural Project Application

City of Calexico Recreation Department 707 Dool Avenue Calexico, CA 92231

(760) 768-2176 Norma Gerardo ngerardo@calexico.ca.gov

Name of Applicant(s)				
tune of Apprount(o)	Organiza	tion/Contact Per	son	
Street Address	City	State	Zip	
Phone Number Alternate Phone Nur	mber E	mail Address		
I have read and agree to the Mural Project, its Guidelines, Authorization, Copyright Restrictions and Program Disclaimers.	Art [Design Title		
		Sigr	nature	
PROPOSING YOUR OWN PUBLIC LOCATION? marked No, please skip this portion and disregard pag marked Yes, please answer information below, add pi wner's consent.			unding areas, an	nd use pages 5-6 to ge
Proposed Location				
Address/Cross Street				
Mural Dimensions				

1. PROPOSED PROJECT

Please describe in detail the proposed mural design.

2.	PLEASE SHARE YOUR EXPERIENCE AS A MURALIST.
3.	PLEASE SHARE THE PROCESS THAT WILL BE USED TO CREATE THE MURAL (from surface preparation to complete installation).
narke	WILL YOU USE MURAL ASSISTANTS DURING INSTALLATION? Y / N d yes, please list their names and ages below. If your project is selected, you will need to turn in Liability and Hold Harmless ents for each person and your liability insurance must cover the assistants.
5.	PLEASE DESCRIBE YOUR TIMELINE FOR COMPLETING YOUR PROJECT (from acquiring initial insurance and permits, to surface preparation and complete installation).

Community Mural Project Artist Budget Estimate

(please check project guidelines for stipend amount limits)

t Name:	Mural Locatio	on:	
al Size:			
RTIST FEE:			\$_
STALLATION COSTS:			
Permits & Miscellaneous:			
a. Liability Insurance: \$2M coverage per occurren	ice	\$	
b. City of Calexico Business License		\$	49.00
c. City of Calexico Temporary Use Permit (TUP) A	pplication	\$	150.00_
d. Other City Permits (sites A & B don't require of	:her permits):	\$	
(you may call (760) 768-2176 to check on your p	proposed location)		
	TOTAL SECTION	I 2A.	\$_
Mural Preparation & Installation – Equipment Rent			-
a. Primer (if applicable):	Price:	Qty:	_ \$_
b. VandlGuard Anti-Graffiti Coating	Price:	Qty:	_ \$_
c	Price:	Qty:	_ \$_
d	Price:	Qty:	_ \$_
e	Price:	Qty:	_ \$_
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f	Price:	Qty:	_ \$_
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TOTAL ARTIST BUDGET ESTIMATE (Sum of Sections 1 & 2): \$_____

Community Mural Project Application – Packet Check List (Required)

Artist Nan	ne:	Location:
Art Mural	Title:	Date:
The follow	ving materials must be submitted for your mura	al application to be eligible.
Please foll	ow this order of items in your submittal.	
1.	\square Completed Checklist Page.	
2.	☐ Community Mural Project Application & Ar	tist Budget Estimate.
3.	\square Property Owner Agreement (if applicable).	
4.	\square Artist qualifications and examples of previous	ous works (desired and recommended).
5.	$\hfill\Box$ If proposing a location different than the o	nes provided by the City, addition of photographs of
	proposed mural site and its surroundings.	
6.	$\hfill \square$ If proposing a location, I checked that the	location is in a CH, CS, IND, IR, or OS zones (Zoning
	Map available under the Planning Division of t	the Development Services Department at
	https://calexico.ca.gov.	
7.	\square True-to-color design rendering of proposed	d mural on paper no smaller than tabloid size 11" x
	17" presented on a poster board/cardboard.	
Please No	te:	
ncomplet	e application packets or poor-quality graphics w	vill not be eligible for review and consideration.

					Staff Use	e Only				
Date Application Received:	Received By:	Application Complete? Y/N	CSC Project Review Date:	Selected Y/N	CC Ratification Date:	Agreement Completed? Y/N	1 st Stipend Date:	TUP Date:	Completion Date:	Final Installment Date:

Stair Notes:	 	 	 	

City of Calexico Community Mural Project Property Owner Agreement

City of Calexico (hereinafter referred to as "City") and _____ (hereinafter referred

This Agreement is made and entered into this _____day of _____, 202___, by and between the

to as "Owner") owner of property/building located at, in the
City of Calexico, California ("Property").
WHEREAS, the City, through the Community Services Commission, has developed the Community Mural Project. The purpose of which is to display the work of artists of diverse racial, sexual, and cultural identities. The program shall also strive for diversity of style, scale, and numbers of artists, represented in a series of murals on buildings in the City of Calexico; and
WHEREAS, the Owner recognizes that the purpose of the project, which is to enhance the community, promote the arts, and encourage tourism and commerce in the City, is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of his or her building; and
WHEREAS, the nature of the Community Mural Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;
NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:
1. The Owner hereby agrees to allow the City to have a mural painted ("Mural") on the wall of the building located at
2. The City agrees that it shall provide a stipend to the selected artist to pay for materials necessary for the execution and completion of the Mural. The Mural will be applied directly to the wall on a pre-primed surface provided by the artist. The Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Owner's business operations. The City agrees to keep Owner's property lien-free in connection with such work or project.
3. Owner shall perform the following, or cause Owner's tenant(s) to perform, at Owner's sole cost and expense: (a) maintain the exterior of the Property in good condition and repair; (b) on a daily basis, remove trash and debris from adjacent sidewalks, driveways and landscaping; (c) as needed, wash adjacent sidewalks and driveways and weed and prune landscaping; (d) remove any graffiti from the Mural within forty eight (48) hours

after notice of such graffiti (consultation with Artist required); and (e) repair and/or replace any damage to the Mural within (14) calendar days of such damage being discovered (consultation with Artist required). Owner shall maintain the Property in compliance with all applicable laws, including without limitation the laws of the City, and will promptly, upon notification that the Property is not in compliance with all applicable laws, do all things

necessary to bring the Property into and keep the Property in compliance with all applicable laws. Owner shall inform any new tenants at the Property that may succeed the current lessee(s), if any, of the requirements of this Section and shall require such tenants, if any, to comply with the requirements of this Section. In addition to all other remedies provided by law, in the event the Owner fails to maintain the Mural, upon reasonable notice, the City may perform all necessary repairs, maintenance or secure insurance, and charge the Owner for the costs therefor. In the event the Owner fails to reimburse the City for the reasonable costs thereof after reasonable notice, the City may assess its costs against the Property and establish a lien or special assessment to be collected pursuant to Chapter 8.44 of the Calexico Municipal Code.

- 4. The Owner understands and agrees that the placement of the Mural on the site in no way entitles the Owner to use, at its discretion, the Mural for advertising/profit making purposes, or any other publicity, except under conditions in which the Mural has been released by both the City and the artist.
- 5. The Owner agrees to indemnify and hold the City and its commissions, including the Community Services Commission, its appointed officials, elected officials, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Owner's representations and promises and performance of obligations under the Agreement.
- 6. The subject matter for the Mural and the selection of the artist shall be the sole responsibility of the City and a Community Mural Project Committee. Composition of the Community Mural Project Committee is at the discretion of the Community Services Commission.
 - 7. This Agreement shall be subject to and governed by the laws of the State of California.
 - 8. Any notices required pursuant to this Agreement shall be served at the following addresses:

City/Community Mural Project:	Owner:
Attn: Recreation Manager	
707 Dool Avenue	
Calexico, CA 92231	

9. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

Signatures:	
City Manager	Property Owner/Authorized Signatory

