

# Property Owner Agreement

THIS AGREEMENT made and executed in duplicate the days and dates by and between \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, and \_\_\_\_\_, hereinafter referred to as “Owner”, jointly and severally if there is more than one Owner.

The Owner’s building at \_\_\_\_\_ is being considered for a mural to be completed by \_\_\_\_\_ and this Agreement is to document the Owner’s consent to having \_\_\_\_\_ and hired artists paint a mural on the Owner’s building and to define the rights and responsibilities of each of the parties hereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner represents and warrants that the Owner is the owner of the following described tract of real estate improved with a building commonly known as \_\_\_\_\_, and is fully authorized and empowered to enter into this Agreement, said improved real estate being legally described as follows:  
\_\_\_\_\_.
2. The Owner hereby consents to the building situated upon the above described real estate, having \_\_\_\_\_ paint a mural on said building by \_\_\_\_\_, and in connection therewith the Owner specifically agrees to the following:
  - A. The Owner consents to \_\_\_\_\_, by and through its agents, employees and/or contractors, entering upon the Owner’s premises and taking the steps necessary to prepare the Owner’s building for the mural to be painted by \_\_\_\_\_.
  - B. The Owner consents to \_\_\_\_\_ painting a mural on the building situated upon the above described premises.
  - C. The Owner agrees not to paint over, cover, or allow the mural to be obliterated or modified in any way without the prior authorization of \_\_\_\_\_.
  - D. After the mural is completed, the Owner agrees to permit \_\_\_\_\_, or its employees, agents or contractors, to have continued access to the Owner’s building for the purpose of maintaining the mural.
  - E. The Owner agrees to hold \_\_\_\_\_, its officers, agents, employees, contractors and the participants in the mural harmless of and from all liability, and claims of liability, arising out of or in connection with the work to be done on the Owner’s building, including but not limited to the preparation work and the painting of the mural and the subsequent maintenance thereof.
  - F. The mural shall be allowed to remain on the building for 15 years.
3. \_\_\_\_\_ agrees that all preparation work performed on the Owner’s building shall be performed in such a manner so as not to damage the structure of the building.
5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective representatives, successors and assigns. This Agreement may be recorded in the Office of the Recorder of Deeds of Garfield County, Oklahoma, to

make this Agreement a matter of record in connection with the title to the Owner's real estate, and this Agreement and the obligations to the Owner hereunder shall run with the title to said real estate.

6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
7. This Agreement shall be effective immediately upon execution by the last of the parties to execute this Agreement and, provided that \_\_\_\_\_ paint a mural on the Owner's building on or before \_\_\_\_\_, shall continue through and including December 31, 20\_\_\_\_, and further provided that if \_\_\_\_\_ determines the mural is in reasonably good condition and that the continued maintenance of the mural is in the best interest of the community after December 31, 20\_\_\_\_, \_\_\_\_\_ shall have the right to renew and extend this Agreement for an additional period of up to 15 years through and including December 31, 20\_\_\_\_, said extension to be effectuated by \_\_\_\_\_ serving a notice of said extension upon the then Owner of the affected real estate and/or recording a notice of said extension on or before December 31, 20\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNERS OF \_\_\_\_\_

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(organization)

By \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Director