

MURAL LICENSE AGREEMENT

THIS MURAL LICENSE AGREEMENT ("License Agreement") is made effective as of the ____ day of _____, 2019, by and between OKLAHOMA CITY HOUSING AUTHORITY, a public body corporate ("OCHA"), and THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation ("City").

RECITALS:

A. OCHA is the owner of record of certain real property located at 1316 Northeast 12th Street, Oklahoma City, Oklahoma 73117 ("Marie McGuire Plaza") and 1225 North Kate Avenue, Oklahoma City, Oklahoma 73117 ("Wyatt F. Jeltz Senior Center"), which OCHA operates as public housing for senior citizens under a single Asset Management Project ("AMP") pursuant to Section 9 of the Housing Act of 1937, as amended (Marie McGuire Plaza and Wyatt F. Jeltz Senior Center, collectively, "AMP 111").

B. The City, working in conjunction with representatives of the Culbertson's East Highland neighborhood (a Strong Neighborhoods Initiative participant), has expressed an interest in using federal grant funding to complete a public mural art project at Marie McGuire Plaza and/or Wyatt F. Jeltz Senior Center.

C. OCHA recognizes that completing a mural will enhance the community and therefore desires to have a mural painted at Marie McGuire Plaza and/or Wyatt F. Jeltz Senior Center, provided that there is no cost to OCHA, that OCHA has input on the selection of artist and content for the mural, and that certain other conditions are met.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. OCHA hereby grants to the City a temporary, non-exclusive, revocable license to enter upon and use AMP 111 exclusively for the purposes described herein, subject to the terms and conditions set forth herein ("License").

2. Term. The term of the License shall commence on the date of this License Agreement and shall continue for a period of ten (10) years, unless terminated earlier by either party or extended by mutual agreement.

3. Purposes; Permitted Use; Conditions.

a. The City shall cause to be painted a mural, from SNI funds and no other, and at no cost to OCHA, and free and clear of any liens, claims, or other encumbrances of any kind, on certain walls to be mutually agreed to by OCHA, the City, and the artist with whom the City will contract, at Marie McGuire Plaza, Wyatt F. Jeltz Senior Center, or both. The specific placement and dimensions of the mural will be dependent on the subject and proposed location.

b. The City shall have the primary responsibility for the subject matter of the mural and the selection of the artist. In exercising such responsibilities, the City shall ensure that OCHA is consulted and included in discussions on all aspects of the subject matter, artist selection, and proposed locations for the mural.

c. The City shall execute, and shall ensure that the artist contracted to paint the mural executes, appropriate documentation allowing OCHA to make photographs or other reproductions of the mural for educational, public relations, promotional, or other non-commercial purposes, provided OCHA provides the artist with customary or appropriate identification as the mural's creator. Appropriate documentation shall include a general waiver of the artist's rights under 17 U.S.C. § 101, *et seq.* (Copyright Act of 1976), and 17 U.S.C. § 106A(a) (The Visual Artists Rights Act of 1990), and any other rights of the same nature granted by other federal, state or foreign laws, and an acknowledgment or authorization for OCHA to remove the mural when to do so is determined to be in the best interests of OCHA after consulting in good faith with the City, all with no additional compensation to Artist(s)

d. The City shall ensure that any artist contracted to paint the mural secures and maintains adequate insurance, in such forms and amounts that the City customarily requires of its contractors for such projects, and that OCHA be specifically named in such policies and any insurance certificates as an additional insured.

e. To the extent that the City requires any selected artist to indemnify the City, the City shall ensure that any artist contracted to paint the mural shall also defend, indemnify, and hold harmless OCHA and its officers, employees, agents, and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) whatsoever arising from, related to, or in connection with the License or the City's use of AMP 111 for the purposes described in this License Agreement.

4. License Fees. In consideration for the use of the License, the City agrees to pay OCHA a one-time License Fee of One Dollar (\$1.00).

5. City Liabilities; Waiver of Claims.

a. The exercise of the License shall constitute the City's acceptance of complete liability for the actions or omissions of the City, its contractors, agents, representatives, employees and assignees while present at AMP 111 in connection with the purposes described in this License Agreement, as so formally identified to OCHA by The City and only to the extent allowed by law.

b. The City further expressly agrees not to make any claims against OCHA and its officers, employees and agents for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the City, its contractors, agents, representatives, employees, assignees and invitees, as hereby licensed to the extent allowed by law

6. Conduct.

a. Entry and use under this License by the City and its contractors, agents, representatives, employees and assignees, shall, at all times, be subject to approval by duly designated representatives of OCHA.

b. During the exercise of rights hereby granted, the City shall at all times conduct itself so as not to interfere with activities of OCHA within or upon AMP 111.

c. OCHA shall have the right but not the obligation, at all reasonable times, to enter onto, inspect, and make any changes to AMP 111 that may be reasonably necessary or appropriate to remedy any unsafe or unsanitary condition. If any such entry, inspection or change will unduly interfere with application of the mural(s) that is the subject of this agreement, then OCHA shall immediately notify City of such interference, and allow City an opportunity to secure the mural area.

d. The City shall ensure that all applicable laws, statutes, ordinances, regulations and permitting or license requirements are observed and obeyed by any artist contractor, agent, representative, employee, assignee or invitee with whom City has contractual relationship.

e. The City agrees that all activities performed under the License and pursuant to this License Agreement shall be performed free of charge to and provided at no expense to OCHA.

7. Termination.

a. The License shall terminate without notice at the conclusion of the Term, unless the parties hereto have agreed to extend such term.

b. The License may be terminated early by providing sixty (60) days written notice by either party, with or without cause.

8. Notice. Any notice, demand, or other communication under this License Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

OCHA: Mr. Mark Gillett, Executive Director
1700 Northeast 4th Street
Oklahoma City, Oklahoma 73117

City: Ms. Robbie L. Kienzle, Arts Liaison & Program Planner
Office of Arts & Cultural Affairs
Oklahoma City Planning Department

420 West Main Street # 900
Oklahoma City, Oklahoma 73102

And to The City Clerk
The City of Oklahoma City,
200 N Walker, Second Floor
Oklahoma City, OK 73102

Additional communications by email and telephone are encouraged, but do not bind the parties hereto.

9. No Interest in Real Estate. Neither the License or this License Agreement grant the City, its successors, assigns or transferees any interest, legal or equitable, in AMP 111, and the License and this License Agreement shall become null and void and without legal effect if it is recorded in any registry of deeds or any land registration office.

10. Modification; Assignment. Any modification or amendment to this License Agreement must be in writing. The License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of OCHA.

11. Survival of Terms and Provisions. All appropriate terms and provisions hereof shall survive the termination or revocation of the License.

IN WITNESS WHEREOF, the parties hereto have caused this Mural License Agreement to be executed as a sealed instrument the day and year first written above.

(SIGNATURE PAGE FOLLOWS)

“OCHA”

OKLAHOMA CITY HOUSING AUTHORITY,
a public body corporate

By:



Name: Mark W. Gillett
Title: Executive Director

“City”

THE CITY OF OKLAHOMA CITY,
a municipal corporation

By:

David Holt, Mayor

ATTEST:

City Clerk

Reviewed as to form and legality.

Assistant Municipal Counselor