

# LANCASTER PUBLIC ART



**SEND TO** Lancaster Public Art  
Office of Public Art  
120 N. Duke Street, PO Box 1599  
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## AUTHORIZATION AND RELEASE AGREEMENT

This Authorization and Release Agreement (the "Agreement"), is by and between Water Street Rescue Mission ("Property Owner"), the owner of the property located at 210 South Prince Street Lancaster, PA 17603 (the "Premises"), and the City of Lancaster ("City").

### RECITALS

WHEREAS, the City desires to commission an artist to prepare and paint a portion of the exterior wall of the Premises; and  
WHEREAS, Property Owner agrees to have a mural painted on the Premises pursuant to the terms and conditions of this Agreement.  
NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and intending to be legally bound, the City and the Property Owner covenant and agree as follows:

1. Property Owner agrees to permit an artist commissioned by the City to paint a mural on a mutually agreed portion of the exterior wall of the Premises. Property Owner agrees to make the Premises available to the City, its crew, and the Artist in order to reasonably accommodate this project. The City will cause the artist to provide the City and Property Owner with a sketch, drawing, or other plan for the mural, which the parties must mutually agree upon before any work on the Premises is done.
2. The City will provide equipment required in connection with the installation of the mural.
3. The City will use its reasonable efforts to require the artist to complete the mural by September 15, 2018
4. Once the mural is completed, the City will return the Premises to the Property Owner in its original condition, with the exception of the improvements resulting from the mural. The City will use its best efforts to cause the artist not to interfere with the operation of the Property Owner while the project is being completed.
5. Property Owner agrees to permit the mural to stay on the Premises for a minimum period of one month.
6. The City shall have the right to cause appropriate personnel to re-enter the Premises, upon reasonable prior notice to the Property Owner, for the sole purpose of making repairs, alterations or restorations to the mural. However, the City is under no continuing obligation to repair or repaint the wall after the mural is completed.
7. During all phases of this project (including any time that the City, crew, or the artist enter upon the Premises for inspection, erect scaffolding, paint the mural, and until the project is completed), the City shall maintain general liability insurance appropriate for this project in the minimum amount of \$1 million per incident. Property Owner shall be listed as an additional insured on the policy.
8. This Agreement constitutes the entire understanding and agreement between the parties concerning the matters contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LANCASTER  
Danene Sorace, Mayor

PROPERTY OWNER  
Water Street Rescue Mission

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date