

## **Building Mural Agreement**

This Agreement shall be effective as of the date of the last signature and is by and between the CHARTER TOWNSHIP OF HIGHLAND, whose address is 205 N. John Street, Highland, MI 48357, ("TOWNSHIP"), the CHARTER TOWNSHIP OF HIGHLAND DOWNTOWN DEVELOPMENT AUTHORITY ("DDA"), whose address is 205 W. Livingston Road, Highland, MI 48357, and the mural ARTIST Zachary Curtis, dba: ZACHARY CURTIS ARTWORK, whose address is 8730 Cooley Beach, White Lake, MI 48038. ("ARTIST"). The purpose of the Agreement is for the ARTIST selected by DDA to paint a Mural on a Building owned by the TOWNSHIP and to define the responsibilities of the parties.

### **ARTIST Responsibilities:**

For and in consideration of payment by the DDA to the ARTIST, as provided in this Agreement, ARTIST will provide a painted mural on signboard panels, ("Mural") placed on a building at 250 West Livingston Road, Highland TOWNSHIP, Michigan 48357, ("Building"), in the location depicted in Exhibit I.

The ARTIST shall be responsible for providing all art supplies, materials and equipment ("Supplies") necessary to complete the Mural, including transportation. Prior to starting the Mural, ARTIST shall provide DDA a complete color rendering of his design for the for approval by the DDA. The Mural may not contain any obscene, inappropriate or political content. Once the Mural design is approved by the DDA, the DDA shall provide the design to TOWNSHIP, for their review and approval.

If the TOWNSHIP requests changes to the Mural design or requests additional design information, ARTIST shall provide a revised design and the additional information and documentation requested by TOWNSHIP. If TOWNSHIP does not provide approval of the design or adds additional requirements that render the Mural project unfeasible, as determined by the DDA, this Agreement shall automatically terminate without any further obligation or responsibility of either Party.

If the TOWNSHIP approves the Mural specifications, ARTIST and DDA will set a schedule for the Mural painting and the Mural shall be completed by July 14, 2024. ARTIST may not make any alteration, modification or expansion of the Mural without the express approval of DDA and TOWNSHIP. If ARTIST makes any changes to the design or Mural without the required approvals, ARTIST shall not be entitled to any payment, and shall immediately return any partial payment already received, to the DDA.

ARTIST shall ensure that the Mural preparation and painting do not interfere with the continuous and uninterrupted use of TOWNSHIP and DDA operations and shall not cause any interference or damage to TOWNSHIP Building and adjacent property. ARTIST shall comply with the instructions, methods of construction and safety requirements provided by an authorized TOWNSHIP representative. ARTIST shall leave the TOWNSHIP property in its original condition, as determined to the satisfaction to TOWNSHIP. ARTIST shall not leave the Supplies unattended. ARTIST shall remove all Supplies after the end of each day of painting.

**Completion:** ARTIST shall complete the Mural by July 14, 2024, except as otherwise provided herein.

ARTIST shall have the first right to repair the Mural should it suffer any damage or vandalism and require repairs or covering of graffiti. However, repairs shall be performed according to the direction of TOWNSHIP or the DDA, if TOWNSHIP does not provide repair instructions. The ARTIST shall have no cause of action against TOWNSHIP or DDA in the event of damage, destruction or loss of the wall in which the Mural is located, including if the Building is torn down.

ARTIST authorizes the DDA and TOWNSHIP to use photo images of ARTIST in DDA and TOWNSHIP publications and/or promotions for the Mural.

**TOWNSHIP Responsibilities.** TOWNSHIP is the fee simple owner of the Building located at 250 West Livingston Road, Highland, MI 48357. TOWNSHIP agrees to permit ARTIST to paint a Mural on the exterior face of the east facing wall of the Building ("Wall") as depicted in Exhibit I. The ARTIST and his/her employees and agents will have reasonable access to the Wall and the area immediately adjacent to the Wall.

TOWNSHIP agrees not to destroy, deface, damage, alter or obstruct the visibility of the Mural. TOWNSHIP agrees that if repairs are required to be made to the Wall, or graffiti has been placed on the Wall, the TOWNSHIP will notify DDA, who shall notify the ARTIST. TOWNSHIP shall provide the ARTIST the opportunity to fix and/or repaint the Mural after the Wall has been repaired. In the event that the Wall is demolished or painted over, TOWNSHIP shall immediately notify the DDA. If the TOWNSHIP determines that the Mural cannot be reasonably repaired, it may terminate the Agreement as provided herein and may repair the Wall as it deems appropriate.

If TOWNSHIP sells the Building, they must include as a condition of sale that the Mural shall remain on the Wall and be subject to the terms of this Agreement, until the end of the Term of this Agreement.

**DDA Responsibilities.** The DDA will instruct ARTIST as to the purpose, goals and requirements for the Mural. The DDA shall be considered the owner of the Mural. The DDA shall place a plaque on the Wall indicating the name of the ARTIST and an explanation of the design.

**Payment.** Upon approval of the Mural design by Township, DDA shall pay ARTIST a total of four thousand seven hundred thirty-six dollars (\$4,736.00), which constitutes 50% of the cost of supplies and labor for the Artist to paint the Mural. Within one month of acceptance by DDA and completion of mural by ARTIST, the DDA shall pay ARTIST four thousand seven hundred thirty-six dollars (\$4,736.00), which is the remaining 50% balance of the cost of supplies and labor.

**Independent Contractor.** ARTIST is and shall perform under this Agreement as an Independent Contractor with complete control over its employees, agents, and operations. No employee, agent or representative of ARTIST shall represent, act, or be considered as an agent, representative or employee of the TOWNSHIP or DDA and the TOWNSHIP and DDA shall have no liability to ARTIST for employment benefits of any kind.

**Assignment.** ARTIST shall not assign the services under this Agreement or any part thereof without the written consent of the DDA and TOWNSHIP.

**Insurance.** ARTIST shall have no right to or expectation of coverage under any insurance policies of the DDA or Highland TOWNSHIP. ARTIST shall procure the insurance required by TOWNSHIP as indicated by the certificate of insurance provided in Exhibit II of this Agreement. If ARTIST is a sole proprietor and does not have Workers Compensation Insurance, ARTIST accepts full responsibility for any accidents or injuries to himself/herself related to the painting of the Mural.

**Hold Harmless and Indemnification.** To the extent not covered by ARTIST's insurance, ARTIST shall indemnify and hold the DDA and TOWNSHIP, and their officials, employees, agents, and volunteers harmless from and against all claims and related costs for any damages for personal injury, including bodily injury and death, and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the painting of the Mural and this Agreement.

**Damage to ARTIST Supplies.** ARTIST shall be solely responsible for insuring against and any damage to ARTIST's Supplies that occurs during or as a result of the painting of the Mural and waives and shall hold the TOWNSHIP and DDA and their officials, employees, volunteers, and agents harmless from any claims for such damages.

**Copyright.** ARTIST shall create an original painting for the Mural and shall not reproduce work belonging to another party. ARTIST hereby assigns all rights, title and interest in the Mural to DDA, including the right to copyright the Mural. DDA shall have the exclusive right to reproduce the Mural in a photograph and/or image for its website, Social Media accounts and for the promotion of the DDA and TOWNSHIP. ARTIST shall defend, indemnify, and hold the TOWNSHIP and the DDA and their officials, employees, agents and volunteers harmless from and against all claims of copyright or other proprietary right infringement or violation by ARTIST that are asserted against the TOWNSHIP or DDA together with the TOWNSHIP and DDA's costs and expenses incurred in responding to such claims.

## **Termination.**

(1) Without liability for any payment except as provided in subsection two below, the DDA and TOWNSHIP reserve the right terminate the Agreement for any reason including:

- a. The failure of TOWNSHIP to approve the Mural design;
- b. TOWNSHIP termination of the Mural project for any reason;
- c. TOWNSHIP requirements that make the Mural project no longer feasible, as determined by the DDA;
- d. Binding governmental Order;
- e. Other reason beyond the TOWNSHIP or DDA's control, which prohibits or prevents the painting of the Mural in a safe manner.
- f. If ARTIST is not able to repair or repaint damage to the Mural to a suitable design as determined by the TOWNSHIP.
- g. If the Mural has deteriorated, as determined by TOWNSHIP, to such an extent that it cannot reasonably be repaired or repainted.

(2) In the event of termination of the Agreement by TOWNSHIP or DDA prior to the completion of the Mural, ARTIST shall be paid seven hundred and fifty dollars (\$750.00) by DDA for the cost of the mural design.

(3) TOWNSHIP or DDA may reschedule any day for Mural painting due to inclement weather.

(4) If the Mural cannot be completed by the agreed upon time frame, the parties agree to attempt to reschedule it to the Mural painting to a mutually agreeable completion date.

**Termination for Default.** If it is determined by the DDA and TOWNSHIP that ARTIST has not complied with the terms of this Agreement, the DDA and TOWNSHIP reserves the right to terminate this Agreement and the DDA may withhold payment without further liability to ARTIST, who shall not be entitled to any damages for such a termination for cause.

In the event of termination of the Agreement prior to completion of the Mural, ARTIST shall return to the DDA the refund received from ARTIST's insurance policy for the remainder of the insurance coverage period, the amount of any supplies that can be returned, and the prorated amount of payment for labor that did not go into work on the Mural.

**Rescheduling.** If the Mural cannot be completed by the agreed upon time frame, the parties agree to attempt to reschedule the Mural painting to a mutually agreeable completion date.

**Term of the Agreement:** The Agreement shall begin on the date it is signed by both Parties and shall remain in effect, unless cancelled as provided above, until December 31, 2024, and may be extended by mutual consent of the parties on a year-to-year basis.

**Compliance with and Governing Law.** This Agreement and the performance by ARTIST shall be subject to all applicable state, federal and local laws, rules or regulations and shall be governed by the laws of the State of Michigan.

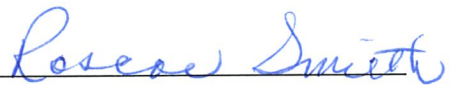
**Entire Agreement:** This represents the entire Agreement between the parties and was signed by the parties on the dates indicated below their signatures.

**Charter Township of Highland**

By:   
Rick Hamill, Supervisor

Date: 6/5/2024

**Charter Township of Highland  
Downtown Development Authority**

By: 

Date: 6-11-24

**ARTIST**

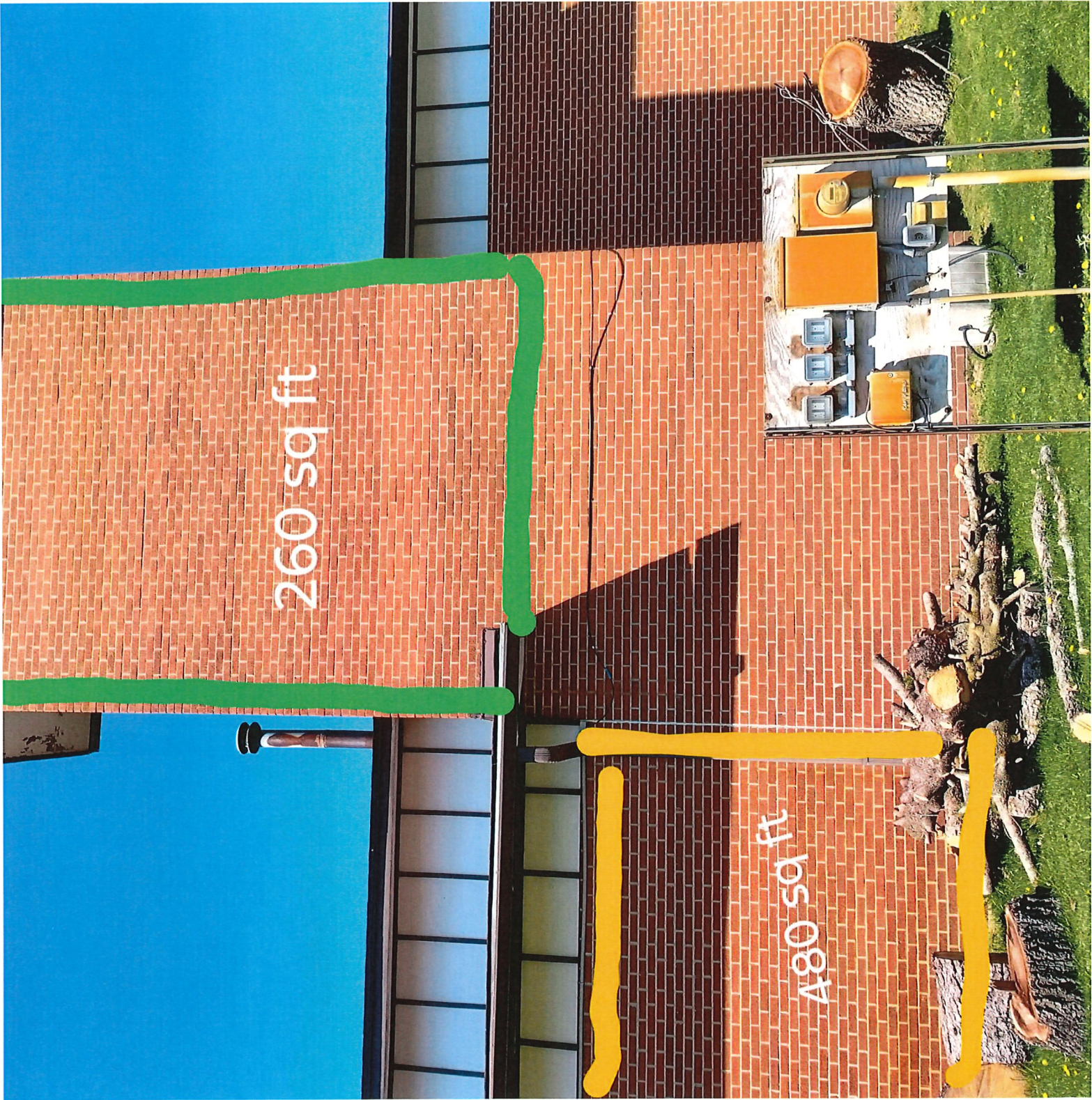
By: 

Date: 07/16/24

# **EXHIBIT I**

260 sq ft

480 sq ft



# **EXHIBIT II**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Independent Insurance Agency 15945 Canal Rd.  Clinton Township MI 48038	CONTACT NAME: Karel Descamps
	PHONE (A/C, No, Ext): (586) 247-2220 FAX (A/C, No): (586) 247-7570 E-MAIL ADDRESS: Karel.Descamps@insurefida.com
INSURED Zachary Curtis, DBA: Zachary Curtis Artwork 8730 Cooley Beach  White Lake MI 48386	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company NAIC # 35378
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2023-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		3AA691374	7/17/2023	7/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			B2X83123163	7/20/2023	7/20/2024	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EXCESS LIABILITY			8699U230ALI	7/17/2023	7/17/2024	EACH OCCURRENCE 3,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

blascykc@highlandtpw.org

Charter Township of Highland  
205 N John St  
Highland, MI 48357

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick Green/KADESC

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## COMMENTS/REMARKS

CSX Transportation, Inc, Highland Downtown Development Authority, and Charter Township of Highland are Additional Insured in regards to General Liability per Form MEGL0009010918 when required by written agreement.



**ISSUINGCOMPANYP**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

Additional Premium: \$	(Check box if fully earned <input type="checkbox"/> )
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Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
  2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.