

## LICENSE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, is entered into by and between the OTTAWA VISITORS CENTER (Center), an Illinois not-for-profit corporation, and \_\_\_\_\_ (Building Owner).

WHEREAS, the Center is desirous of advocating and advertising the City of Ottawa as a center for tourism in central Illinois, and

WHEREAS, the Center has determined that one of the ways it might make the City of Ottawa more attractive to tourists is to place murals on buildings throughout the City; and

WHEREAS, the Building Owner owns a building situated in the City of Ottawa which the Center has deemed suitable and desirable for the placement of one such mural; and

WHEREAS, the Building Owner and the Center wish to agree on the use of the building for such a mural;

NOW THEREFORE, the parties agree as follows:

### License and Access

- 1) The Building Owner hereby grants to the Center a license and right to paint a mural on the outer wall of the building located at \_\_\_\_\_, Ottawa, Illinois. The parties agree that the mural shall be painted on the \_\_\_\_\_ wall of the building (hereinafter the mural site).
- 2) The Building Owner shall allow the Center, through its designated Artist or the Artist's employees, access to the mural site at reasonable times and days for a period of time sufficient to complete the mural.
- 3) The Building Owner shall further allow the Center, through its designated Artist or the Artist's employees, access to the mural site at reasonable intervals and for periods of time sufficient to allow proper maintenance of the mural.
- 4) The Building Owner shall not interfere with the activities of the Center, through its Artist and the Artist's employees, during the completion and maintenance of the mural.
- 5) The Building Owner shall not cover the mural with any object and shall not use the mural in any way to advertise its business. However, the Building Owner may include the mural in a general depiction of its building, provided that the mural is not the principal focus of the depiction and that depiction is not used for advertising purposes.
- 6) The Center shall not block any avenue of ingress or egress from the building during the periods for completion or maintenance of the mural. Nor shall the Center interfere with traffic into and out of the building.

#### Cost of Completion and Maintenance

7) The Center shall be solely responsible for all costs associated with the completion and maintenance of the mural including any costs associated with removing graffiti or repairing the mural because of vandalism.

#### Consideration

8) The Center shall pay to the Building Owner a license fee of \$1.00 (One Dollar) as consideration for the rights conferred by this license. Said sum shall be paid at the time this License Agreement is executed.

#### Building Owner's Representations

9) The Building Owner represents that he has an ownership interest in the building in question or that he is the duly authorized representative of a party with an ownership interest in the building and that the land is unencumbered with any limitations which might restrict the Center's exercise of this license other than the impact of any ordinances or restrictions imposed by a government body.

10) The Building Owner represents that he enjoys the rights to access and use of the building that he purports to grant to the Center via this license.

11) The Building Owner is duly organized/formed, validly existing and in good standing and has all rights, power and authority to make this license and bind itself hereto.

#### Center's Representations

12) The Center represents that it is duly organized/formed, validly existing and in good standing and has all rights, power and authority to make this license and bind itself hereto.

14) The Center represents that upon completion of the mural, it will become the owner of the mural and the holder of the copyright.

14) The Center represents that the mural is an original work of art and has not appeared at any other time and at any other site.

15) The Center represents that the installation of the mural will not violate any laws, or regulations, or rights or interests of any third parties, including copyright and intellectual property rights.

#### Art Preservation

16) The Building Owner agrees to preserve the integrity of the wall and agrees not to alter, damage, desecrate, obstruct or remove the mural in any manner.

#### Destruction of the Mural Site

17) If the Building Owner determines that the building must be demolished, he shall notify the Center of the imminent destruction of the building as soon as practicable, and in no event later than 90 days before the demolition of the structure.

18) This is a community cooperative effort. Should the Building Owner need to take action to

maintain the wall in any way that will or could harm the painting, or should the Center need to take action to preserve or maintain the painting in a manner that will or could harm the wall, the parties will notify each other and work out a cooperative solution.

#### Risk of Loss

19) The Center accepts the risk of loss of the mural due to casualty such as natural disaster or fire.

#### Indemnification

20) The Center shall indemnify the Building Owner against any claim, action or suit brought against the Building Owner or any property damage sustained by the Building Owner arising out of the Center's completion or maintenance of the mural.

21) The Center shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting the Center against any and all liabilities arising out of or related to the installation and maintenance of the mural in a combined single limit amount of one million dollars (\$1,000,000.00) per occurrence in respect of injuries to or death of any person or persons and destruction of or damage to any property. Such policy of insurance (i) shall be issued by an insurance company with general policy holder's ratings of not less than "A" and financial ratings of not less than "B plus" as rated in the most current Bests insurance reports; (ii) shall list Artist as an additional insured and (iii) shall provide that it may not be canceled by the insurer or lapse of its own accord without proper notice to the insured and the additional insureds. Such policy shall also be written as a primary policy not contributing with any other coverage which the Artist may carry. The Center shall name the Building Owner as an additional insured on this policy and shall provide the Building Owner with proof thereof

#### Compliance with Laws

22) The parties agree to comply with all applicable laws, rules and regulations respecting the building and its uses.

23) This license shall be governed by the laws of the State of Illinois.

#### Assignment of the License

24) Either of the parties may assign this license provided that their successors agree to comply with the terms of the license and the assigning party notifies the non-assigning party in writing of the name and address of the assignee.

#### Miscellaneous

25) Notices to either party shall be made in writing and sent to the other party, by certified mail, return receipt requested, at the address set forth below. Notice is effective upon receipt.

26) No revision of this license is valid unless in writing and executed by the parties or their authorized officers.

27) The terms of this license shall be binding upon the heirs, successors and permitted assigns of the parties.

28) This license constitutes the entire agreement of the parties.

29) The parties agree that a signature by facsimile is as valid as an original signature.

IN WITNESS WHEREOF, the parties have executed, or caused their properly authorized representatives to duly execute, this license on the date and year first set forth above.

OTTAWA VISITORS CENTER  
BY:

(Building Owner) BY:

\_\_\_\_\_  
Address: 100 W. Lafayette Street

\_\_\_\_\_  
Address:

Ottawa, IL 61350