



# City of Kinston

Post Office Box 339  
Kinston, North Carolina 28502



## Kinston Downtown Mural Program Agreement

### Part 1: Pre-Concept

This agreement outlines the agreement between the City of Kinston and private property owners participating in the City of Kinston's Downtown Mural Program. This is a two-part agreement. Part 1 allows for the property to enter consideration for a mural, to be determined by the Kinston Mural Program Selection Committee. If the property is ultimately selected for a mural by the Committee and the owner approves the mural concept, Part 2 finalizes the agreement between the City of Kinston and the property owner.

Mural Location (FOR OFFICE USE)			
<b>Property Address</b>			
<b>Description of Mural Location</b>			
<b>Parcel Record Number(s)</b>		<b>PIN(s)</b>	
<b>Historic District?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<b>Contributing?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes
Property Owner			
<b>Name</b>			
<b>Mailing Address</b>			
<b>City / State / Zip</b>			
<b>Primary Phone</b>			
<b>Email</b>			
<b>Preferred Method of Contact (check one):</b>	<input type="checkbox"/> Email	<input type="checkbox"/> Telephone	<input type="checkbox"/> Mail

**Responsibility Statement**

The property owner must agree to comply with each of the following terms as consideration for participation in the Kinston Mural Program. The application will not be accepted unless the property owner of the property on which the mural is to be located agrees to these terms by initialing each of these items (pending property owner approval of final mural concept).

Initials	Statements
	The proposed mural is a hand-produced work of visual art; the original design is owned by the artist.
	The mural is an original design, created by the artist. Once the concept is approved, no changes to the concept may be requested by the property owner.
	The property owner must agree that the proposed mural will remain in place, without alterations other than necessary maintenance and repair, for a period of at least five years.
	The City of Kinston will be responsible for the maintenance and repair of the mural for a period of at least five years.
	The City of Kinston may elect to maintain and repair the mural for up to ten years but is under no obligation to do so.
	If the mural requires maintenance and/or repair, the property owner should contact the City Manager’s office. The owner must allow for required maintenance and/or repair.
	Prior to installation of the mural, the building owner will be required to grant the City an easement for access to and use of the mural location.
	Neither the building owner nor any tenant will receive compensation for the display of the mural or the right to place the mural on the site.
	The property owner agrees not to hold the City of Kinston or any City employees liable for injuries or damages caused by participation in this program.
	Permission is hereby granted to the City and/or the City’s designees to visit, inspect, examine, and/or measure my property or take any other steps necessary to determine the fitness or appropriateness of my property for consideration in this program.

**Part 1: Signature of Property Owner for Mural Consideration**

I certify that I am the property owner of the property listed in this Agreement, that each of the above initialed items is true, and that by signing below I am bound to each of these terms. Further, I give the City of Kinston permission to consider my property for a mural and understand that my signature below does not give permission for a mural to be installed on my property until I approve the concept (Part 2).

Property Owner Name(s) (printed): \_\_\_\_\_

Property Owner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

## Part 2: Concept for Owner's Review

Mural Concept Description [FOR ARTIST]	
<b>Artist Name</b>	
<b>Artist Website</b>	
<b>Mural Name</b>	
<b>Describe the mural concept.*</b>	
<b>Describe how the mural will be attached to the building wall.</b>	
<b>Describe the materials to be used for the mural, the durability of the materials, and any maintenance requirements associated with the materials.</b>	
<b>Describe the estimated amount of time ("good weather days") and any equipment that will be required to complete the mural. Describe any potential interference with day-to-day business operations (if any) and a strategy to mitigate interference.</b>	
<b>*Image of Concept attached and available at <a href="http://www.kinstonnc.gov/muralprogram">www.kinstonnc.gov/muralprogram</a>.</b>	

Mural Type (check all that apply)				
<input type="checkbox"/> Mural painted on exterior building wall				
<input type="checkbox"/> Mural on aluminum panel, affixed to exterior building wall				
<input type="checkbox"/> Mural consisting of tile or other material affixed to exterior building wall (Material: _____)				
<input type="checkbox"/> Other: _____				
Mural Dimensions				
Width	Height	Total Area	Depth	Height Above Grade

**Part 2: Signature of Property Owner Confirming Approval of Mural Concept**

I certify that I have read, understand, and will abide by the entirety of this Agreement (Parts 1 and 2). Further, I give the City of Kinston permission to move forward with the installation of a mural on my property, as described in the above concept.

Property Owner Name(s): \_\_\_\_\_

Property Owner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_.

(Seal)

\_\_\_\_\_

\_\_\_\_\_, Notary Public

Commission Exp. \_\_\_\_\_