



Building Application

Submission deadline: **MARCH 1, 2023**

Mail or deliver to : pARTicipate Hutchinson
c/o Hutchinson Chamber Foundation
44 Main Street South, Hutchinson MN 55350

Building Owner Name(s) _____

Mailing Address _____

Building Address _____

Best Phone _____ Email _____

Please initial each agreement statement:

If my building is chosen:

- I agree to sign the contract associated with this Mural Project.
- I understand I will have the opportunity to approve the image before signing a contract
- I have attached a photo of the space available for a mural to be painted or mounted
Some examples: Wall, nook, window, door, door way

What are the measurements of the space in the photo provided? _____

Are you willing to have a mural painted:

Directly on a building wall on boards to be attached to building either

Any special circumstances we should know about your available space?

If you have already spoken with an artist who has a design you would like on your building, please list their name: _____

Signature & Date _____

If Artist is under the age of 18, Guardian Signature & Date



Building Owner Information

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44 Main Street South, Hutchinson MN 55350
*One application per building space available

What's this project about?

Pride of Place: People want to feel connected to and proud of their community, and want to put their hand prints ON the community.

Community Engagement: This project is imagined to be a catalyst for healing in our community. With the polarization from the past three years, this allows art to become a healing moment for our residents and community.

Art/Building Beautification: Whether a building owner wants to share art, or needs something 'covered up' we want to showcase our community artists. Also, pieces may be really big for an entire wall, or possibly smaller to go around a window, doorway, a smaller portion of a wall, or other unique building feature.

Tourism: Communities market their mural collections and bring tourist to their community... We can too!

We have received a \$40,000 Grant to support this project. Donations are being accepted now.

What You Need to Know

Mural Design:

- Will be positive and uplifting; can be historic, nature, Hutchinson centric, abstract
- Can be interactive (people can impose themselves as part of the mural ie: angel wings) or static
- Can include words or messages. Quotes or poems must include proper author recognition
- Design cannot contain copyrighted material, logos, or advertisements
- Cannot be considered racist, menacing, political, or include foul language

Responsibility of the Building Owner:

- Murals become property of the Building Owner
- Make space available for artist(s) to work during 2023
- Maintenance of the mural necessary to keep it attractive in appearance

Responsibility of pARTicipate Hutchinson Project:

- Provide classes for muralists and aspiring muralists
- Provide all materials for mural to be completed within 45 days of start of project
- Ensure all murals match submitted designs, and meet the mission of this project, and submit accepted designs to the Hutchinson Public Arts Commission for review and approval.
- Use murals as marketing material for Hutchinson residents and visitors

While the final mural will be your property, the art image is the property of the artist
Up to 20 murals will be created in 2023– Be part of the fun!

ACCESS AND MAINTENANCE AGREEMENT

Between pARTicipate Hutchinson and _____

This **Access and Maintenance Agreement (“Agreement”)** is entered into this ____ day of _____, 2023, with the pARTicipate Hutchinson project (the “Project” and _____, the building owner (the “Owner”).

Whereas, the Owner owns the property at _____, “Building”) on which the project will be located, and the Owner is willing to make a portion of their building available exclusively to the Project, for the placement of a mural, as detailed in Exhibit A, and accepts responsibility for maintenance, reasonable repair, and removal of mural subject to the terms of this Agreement;

Whereas, the Project is prepared to arrange painting or installment of a mural, the content of which is mutually agreed upon by both the Owner and the Project;

Now therefore, in consideration of the mutual promises and covenants contained in this agreement, the Owner and the Project agree as follows:

1. **Access and Use of Building.** Owner grants the Project the right to use a portion of _____ side of the Building to install a Mural, as described in Exhibit A. The Owner agrees to allow the Project to the access the Building at all reasonable times to allow for installation.
2. **Mural.** The Project agrees to match a mural and artists to the Building, with the agreement of the Owner as to the content and images contained in the Mural. The Project will ensure correct preparation, installation and sealant treatment is performed for optimal preservation of the Mural.
3. **Ownership.** After the installation is completed, the Mural becomes property of the Owner as part of the Building. However, the Project shall have the right to modify or remove the artwork at during the term of this Agreement as specified in paragraph 4 below.
4. **Maintenance and Removal.** Throughout the term of this Agreement, the Owner will be responsible for all maintenance necessary to keep the Mural attractive in appearance. If either the the Project or the Owner determine Mural is no longer appropriate or cannot be maintained in an aesthetic manner for a reasonable cost, either the Project or the Owner may paint over it (in a color determined by the Owner) or remove the Mural. Once the Mural is removed or otherwise destroyed, this Agreement shall terminate automatically.
5. **Right to Use.** The Project and its artists hereby grant the Owner the right to use any of its images, photographs or video of the Mural and the installation process for publicity or promotional purposes. The Owner agrees that any promotional materials the Owner creates containing the Project's images, photographs or video will be shared with the Project for its use.

6. **Binding Effect.** This Agreement shall be binding on the Parties and their heirs, successors and assigns, including the Owner's successors and assigns for the Building.

7. **Term.** This Agreement shall continue for the period of five (5) years from the date of full execution. At the expiration of the five (5) year period, the Parties may continue the Agreement by written extension executed by both parties. Upon the expiration or termination of this Agreement, the Owner may remove, paint over or leave the Mural, assuming it is in good condition.

8. **Notice.** Notice shall be made to the following address, unless otherwise provided for in writing:

pARTicipate HUTchinson	Owner
c/o Hutchinson Chamber Foundation	Address
44 Main Street South	
Hutchinson, MN 55350	

9. Miscellaneous.

a. **Severability.** In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

b. **Conflicts of Interest.** No officer, employee or volunteer of the Project shall have financial interest, direct or indirect, in this Agreement.

c. **No Partnership.** This Agreement and the transactions and performances contemplated herein shall not create any sort of partnership, joint venture or similar relationship between the Parties.

d. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be only in the courts of McLeod County, Minnesota, or the federal courts for the United States for the District of Minnesota.

e. **Integration.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior agreement, understanding, negotiation, or representation regarding the subject matter of this Agreement.

f. **Amendments.** All amendments, modifications, revision or additions to this Agreement must be in writing and signed by the parties.

g. **Authority.** The Parties represent and warrant to one another that the undersigned have the full power and authority to enter into this Agreement on behalf of the entity for which each has signed and that all necessary actions have been taken to give full force and effect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Owner(s):

By: _____

Date: _____

By: _____

Date: _____

pARTicipate Hutchinson Project

Hutchinson Chamber Foundation

By: _____

Mary Hodson, President

Date: _____

