

**MAINTENANCE AND REMOVAL OF MURAL AGREEMENT**

As a condition of approval of the application submitted through the Public Art Mural Program, I, \_\_\_\_\_ hereby grant, as owner of the property located at \_\_\_\_\_, Elmhurst, Illinois, ("Property") a license to the City of Elmhurst, its employees, agents and contractors to enter upon the Property in order to maintain, repair, replace or remove any mural that is damaged or in disrepair, or is not in compliance with the codes and ordinances of the City of Elmhurst.

The property owner shall be required to maintain, repair or otherwise keep the mural installed, pursuant to this Application, (the "Mural"), in a condition acceptable to the City and in compliance with all City of Elmhurst codes and ordinances. If the property owner fails to maintain, repair or otherwise keep the Mural in such condition, then the City shall be permitted to enter upon the Property in order to maintain, repair or remove the Mural, as necessary, after the property owner receives seven (7) days' written notice. The property owner shall be liable for any and all costs of the repairs, maintenance or removal of the Mural incurred by the City from the failure of the property owner to maintain, repair or otherwise keep the Mural in good condition.

The term of this Maintenance and Removal of Artwork Agreement shall remain effective as long as the Mural remains in place.

(SIGNATURE) \_\_\_\_\_  
Owner

(DATE)

The artist of the Mural hereby waives all rights that may be waived under the Visual Artists' Rights Act of 1990, 17 U.S.C. Sec. 106, 106A and 113, as provided for in the waiver attached hereto as Exhibit "A" and incorporated herein.

(SIGNATURE) \_\_\_\_\_  
Artist

(DATE)

**Exhibit "A"**

**VARA Waiver of Works of Visual Art**

Name of Artist: \_\_\_\_\_

Artist has read the Maintenance and Removal of Mural Agreement with which this Exhibit is associated and hereby acknowledges the accuracy of the description of the Mural described in the Public Art Mural Program application submitted to the City of Elmhurst by the applicant.

With respect to the City of Elmhurst, its officials, employees, agents, and volunteers and the Property Owner, Artist hereby waives any right that Artist may have under the Visual Artists' Rights Act, 17 U.S.C. §§ 106, 106A, and 113, as amended ("VARA"), and any successor statutes, related to the Mural described in said Public Art Mural Program application. By signing this waiver, the Artist acknowledges and consents to the maintenance and, if necessary, the, alteration, modification or removal of the Mural by the Property Owner or the City of Elmhurst.

Artist has read and understood the above waiver. By signing Artist's name below, Artist understands that Artist is signing this waiver and agrees to be bound by its terms.

ARTIST:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Property Owner has read and understood the above waiver. By signing the Property Owner's name below, Property Owner acknowledges and accepts the waiver of rights under VARA by the Artist and waives any right Property Owner may have under VARA related to the modification or removal of the Mural by the City of Elmhurst.

PROPERTY OWNER:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_