

SAMPLE AGREEMENT

MURAL AGREEMENT

This Mural Agreement (the “Agreement”) is entered into on this ----- day of -----, 2026, by and between **Rio Nuevo Multipurpose Facilities District**, a special taxing district of the State of Arizona located in Tucson, Arizona (hereinafter referred to as “Rio Nuevo”), and **[Artist Name]**, an individual mural artist (hereinafter referred to as “**Artist**”). Rio Nuevo and Artist are collectively referred to herein as the “**Parties**” Or, individually, as a “**Party**.”

1. Scope of Work

Artist agrees to perform the work contemplated in this Agreement at the property located at:_____.

Artist agrees to perform, all at Artist’s sole cost and expense, the following services in connection with the design and painting of a public mural in Tucson, Arizona:

- Submit digital renderings (e.g., Photoshop) for concept discussion and approval by Rio Nuevo and the property owner, all at Rio Nuevo’s and property owner’s sole and absolute discretion.
- Prepare the wall by power washing, priming, and any other necessary surface preparations for the Mural.
- Procure all necessary paints and materials, including a UV-protective top coat for the Mural.
- Implement appropriate traffic control measures during painting of the Mural, as needed.
- Provide equipment such as scaffolding, boom lift, scissor lift, and barricades and either operate, if qualified or certified, such equipment or make arrangement to hire a qualified or certified operator.
- Cover parking fees incurred during the mural project, if applicable.
- Maintain general liability insurance coverage including a provision to name Rio Nuevo as an additional insured for the duration of the project.
- Document the mural process with photographs and video footage to be provided to Rio Nuevo for marketing or other uses, determined solely and absolutely by Rio Nuevo.
- Account for weather-related delays or setbacks in the project timeline.
- Complete the Mural no later than _____**(DATE)**.
- Assist Rio Nuevo in planning and attending a public mural unveiling event following project completion.

- Artist shall submit a proposed schedule of work, including major milestones such as wall preparation, sketch transfer, and primary painting phases, to Rio Nuevo for review and approval within five (5) days following concept approval.
 - The Mural shall not contain nudity, profanity, hate speech, drug references, or political or religious messaging and must be suitable for a general audience, including children. Rio Nuevo shall have final approval over Mural content, all in Rio Nuevo's sole and absolute discretion.
 - Artist represents and warrants that all work will be performed in a professional and workmanlike manner. Artist further warrants that the Mural will be structurally sound and resistant to fading, peeling, or significant deterioration under normal conditions for a minimum of two (2) years. This warranty does not apply to damage caused by vandalism, force majeure events, or misuse.
 - Artist shall obtain and maintain all required business licenses and permits from the City of Tucson or otherwise, and shall comply with all applicable federal, state, and local laws and ordinances related to the performance of services under this Agreement.
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2. Compensation

Rio Nuevo agrees to pay Artist a total of \$_____ USD for services rendered under this Agreement, paid as follows:

- **50% upon approval** of the mural concept design by both Rio Nuevo and the building/property owner.
- **50% upon successful completion** of the Mural, as determined by a final walk-through and written acceptance by Rio Nuevo.

All payments shall be made within **15 business days** of the approval milestones.

3. Term and Termination

This Agreement shall be effective as of the date signed and shall continue until final payment and unveiling are complete. Either Party may terminate this Agreement with written notice in the event of material breach. Artist shall be compensated on a pro-rata basis for any completed work at the time of termination.

4. Indemnification and Insurance

Artist shall maintain Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and name Rio Nuevo as an

additional insured. Artist shall provide a certificate of insurance evidencing such coverage prior to commencement of work. Artist shall also maintain Workers' Compensation Insurance as required by law.

Artist agrees to indemnify, defend, and hold harmless Rio Nuevo, its officers, agents, and employees from and against any and all claims, liabilities, losses, damages, or expenses (including attorney's and expert witness fees and court costs) arising out of or related to Artist's performance or any breaches under this Agreement.

5. Independent Contractor

Artist is an independent contractor and is not an employee, agent, or representative of Rio Nuevo. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between the Parties.

6. Ownership and Rights

Artist retains copyright of the mural design but grants Rio Nuevo a perpetual, royalty-free license to use images and video of the mural for promotional, educational, and archival purposes.

- a) Rio Nuevo may reproduce, publish, distribute, and publicly display images of the Mural in any form whatsoever, including for commercial and promotional use.
- b) Rio Nuevo agrees to retain the Mural in its original condition for at least one (1) year from the date of completion. After such time, or sooner if the Mural is damaged or defaced, Rio Nuevo shall restore the mural or remove or paint over the mural in its sole discretion without further notice to Artist.
- c) Artist irrevocably waives any and all claims under the Visual Artists Rights Act (17 U.S.C. §106A) and similar state laws, including any rights of attribution or integrity in connection with the Mural.

Rio Nuevo has no obligation to maintain or preserve the Mural following completion. Normal wear and tear, graffiti, or environmental damage shall not create any obligation on the part of Rio Nuevo to restore or repair the artwork.

7. Construction, Governing Law, and Venue

This Agreement shall be interpreted according to Arizona law and shall be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the Party preparing this Agreement or any part hereof. Any dispute or controversy relating to this

Agreement, including the breach and enforcement thereof, shall take place in the Superior Court of Pima County, Arizona.

8. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond their reasonable control, including but not limited to weather conditions, acts of God, epidemics, pandemics, natural disasters, labor disputes, governmental actions, or civil disturbances.

9. Right of Entry

Artist shall coordinate access to the mural site with Rio Nuevo. Artist and any subcontractors must comply with all safety and conduct standards. Rio Nuevo reserves the right to limit or suspend site access at any time in case of emergencies or conflicting use of the property.

10. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes all prior understandings. Any modifications must be made in writing and signed by both Parties.

12. Waivers

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Unless expressly provided for in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its sole benefit; however, unless otherwise provided for herein,

such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

13. No Commission

Both Parties represent that no unpaid commission is outstanding with respect to this Agreement, and each Party indemnifies the other against brokerage or commission claims arising out of the indemnifying Party's actions.

14. Attorneys' Fees.

If any action is brought by any Party in respect to its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and expert witness fees and court costs as determined by the court, including reasonable attorneys' fees incurred before any court or enforcement action that relate to the enforcement hereof.

15. Binding Effect.

This Agreement and all instruments or documents entered into pursuant hereto are binding upon and shall inure to the benefit of the Parties (as applicable) and their respective permitted successors and assigns.

16. Further Assurances and Documentation.

Each Party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purposes of this Agreement and to effectuate the provisions of this Agreement and the rights of each Party.

17. Headings.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

18. Limited Severability.

The Parties agree that, in the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the District to do any act in violation of any Applicable Law), such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect; *provided*, that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Further, the Parties shall perform all acts and execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as and if reformed in accordance with this

19. No Liability of the District Officials.

No director, officer, official, representative, agent, attorney, or employee of the District shall be personally liable to Artist, or to any successor in interest to Artist, in the event of any Default by the District, or for any amount which may become due to Artist or his or her successors, or with respect to any obligation of the District pursuant to this Agreement.

20. Sunset Provision.

Notwithstanding anything to the contrary herein, under no circumstances shall District be subject to any liability to Artist under this Agreement that arises or results from District's termination or dissolution pursuant to applicable law and/or any actions taken by District in compliance with any applicable statutory mandate (including without limit those set forth in A.R.S. § 48-4202) or intergovernmental agreement relating to the District.

21. Construction with Applicable Law.

This Agreement shall be at all times construed in a manner consistent with the Arizona laws including, without limit, those applicable to multipurpose facilities districts at A.R.S. § 48-4201 *et seq.*

22. Conflict of Interest.

This Agreement is subject to and may be terminated by the District in accordance with the provisions of A.R.S. § 38-511.

23. No Offer.

The Parties acknowledge and agree that this Agreement shall not constitute an offer or be binding upon either Party until it is fully executed and delivered by the District.

24. Israel Boycott.

If and to the extent that A.R.S. § 35-393 *et seq.* is applicable, Artist certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel as that term is defined in A.R.S. § 35-393.

25. Counterparts.

This Agreement may be executed by the exchange of faxed or electronic signatures and in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: _____

Name:

Title:

Date: _____

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT

By: _____

Name:

Title:

Date: _____

ARTIST

Name:

Signature: _____

Address:

Phone:

Email: