

MURAL LICENSE AGREEMENT

THIS MURAL LICENSE AGREEMENT ("License Agreement") is made effective as of the 26th day of April, 2022, by and between CHRIST COMMUNITY CHURCH, a public body corporate ("CCC"), and THE CITY OF OKLAHOMA CITY, a municipal corporation ("City" or "The City").

RECITALS:

A. CCC is the owner of record of certain real property located at 101 SW 25th Street, Oklahoma City, Oklahoma 73109 ("HILLTOP CLINIC"), which operates as clinic to serve the residents of Capitol Hill.

B. The City, working in conjunction with representatives of the Capitol Hill Neighborhood (a Strong Neighborhoods Initiative participant), has expressed an interest in using federal grant funding to complete a public mural art project at HILLTOP CLINIC.

C. CCC recognizes that completing a mural will enhance the community and therefore desires to have a mural painted at HILLTOP CLINIC, provided that there is no cost to CCC, that CCC has input on the selection of artist and content for the mural, and that certain other conditions are met.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. CCC hereby grants to the City a temporary, non-exclusive, revocable license to enter upon and use the east wall of the HILLTOP CLINIC exclusively for the purposes described herein, subject to the terms and conditions set forth herein ("License").

2. Term. The term of the License shall commence on the date of this License Agreement and shall continue for a period of ten (10) years, unless terminated earlier by either party or extended by mutual agreement.

3. Purposes; Permitted Use; Conditions.

a. The City shall cause to be painted a mural, at its own expense and at no cost to CCC, and free and clear of any liens, claims, or other encumbrances of any kind, on certain walls to be mutually agreed to by CCC, the City, and the artist with whom the City will contract, at HILLTOP CLINIC. The specific placement and dimensions of the mural will be dependent on the subject and proposed location.

b. The City shall have the primary responsibility for the subject matter of the mural and the selection of the artist. In exercising such responsibilities, the City shall ensure that CCC is consulted and included in discussions on all aspects of the subject matter, artist selection, and proposed locations for the mural.

c. The City shall be responsible, at its sole expense, for maintenance of the mural, and shall conduct or arrange for such maintenance on a regular basis to ensure its integrity and appearance. This includes regular touch-ups related to minor cracks, scratches, and instances of graffiti. The City shall notify CCC in advance of any mural maintenance activity and shall work with the appropriate CCC facility manager to schedule maintenance activity that may impact or interfere with CCC's operations or residents' use and enjoyment of the premises. If there is a need for larger-scale maintenance, the City shall notify and consult with CCC to determine the extent of and develop a plan for the necessary repairs.

d. The City shall execute and shall ensure that the artist contracted to paint the mural executes, appropriate documentation allowing CCC to make photographs or other reproductions of the mural for educational, public relations, promotional, or other non-commercial purposes, provided CCC provides the artist with customary or appropriate identification as the mural's creator. Appropriate documentation will include a general waiver of the artist's rights under 17 U.S.C. § 101, *et seq.* (Copyright Act of 1976), and 17 U.S.C. § 106A(a) (The Visual Artists Rights Act of 1990), and any other rights of the same nature granted by other federal, state or foreign laws, and an acknowledgment or authorization for CCC to remove the mural when to do so is determined to be in the best interests of CCC after consulting in good faith with the City.

e. The City shall ensure that any artist contracted to paint the mural secures and maintains adequate insurance, in such forms and amounts that the City customarily requires of its contractors for such projects, and that CCC be specifically named in such policies and any insurance certificates as an additional insured.

f. To the extent that the City requires any selected artist to indemnify the City, the City shall ensure that any artist contracted to paint the mural shall also defend, indemnify, and hold harmless CCC and its officers, employees, agents, and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) whatsoever arising from, related to, or in connection with the License or the City's use of HILLTOP CLINIC for the purposes described in this Mural License Agreement.

4. Mural License Fees. In consideration for the use of the License, the City agrees to pay CCC a one-time License Fee of One Dollar (\$1.00).

5. City Liabilities; Waiver of Claims.

a. The exercise of the License shall constitute the City's acceptance of complete liability for the proven or acknowledged actions or omissions of the City by its employees while City employees were present at HILLTOP CLINIC in connection with the purposes described in this Mural License Agreement.

b. The City hereby acknowledges that it is self-insured, and that its employees are subject to the Workers' Compensations laws of the State of Oklahoma for any injury, loss, or damage to a City employee (including bodily injury and death) or property arising out of or in

connection with the activities undertaken or omissions to act by the City, its contractors, agents, representatives, employees, assignees, and invitees, as hereby licensed.

6. Conduct.

a. Entry and use under this License by the City and its contractors, agents, representatives, employees, and assignees, shall, at all times, be subject to review by duly designated representatives of CCC.

b. During the exercise of rights hereby granted, the City shall at all times conduct itself so as not to interfere with activities of CCC within or HILLTOP CLINIC.

c. CCC shall have the right but not the obligation, at all reasonable times, to enter onto, inspect, and make any changes to HILLTOP CLINIC that may be reasonably necessary or appropriate to remedy any unsafe or unsanitary condition.

d. The City shall ensure that all applicable laws, statutes, ordinances, regulations and permitting or license requirements are observed and obeyed.

e. The City agrees that all activities performed under the License and pursuant to this License Agreement shall be performed free of charge and provided at no expense to CCC.

7. Termination.

a. The License shall terminate at the close of business on the last day of the Term.

b. The License may be terminated early by providing sixty (60) days written notice by either party, with or without cause.

c. Upon termination of the License, the City shall promptly return HILLTOP CLINIC to the same or better condition that it was in prior to commencement of License, except for reasonable wear and tear.

8. Notice. Any notice, demand, or other communication under this License Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

CCC: Reid Hebert, Pastor
Christ Community Church
101 SW 25th St
Oklahoma City, Oklahoma 73109
reid@hilltopclinic.org

City: Jennifer Sylvester, Associate Planner
Strong Neighborhoods Initiative
Oklahoma City Planning Department
420 West Main Street, 9th Floor
Oklahoma City, Oklahoma 73102
Jennifer.sylvester@okc.gov

Communication by email is encouraged.

9. No Interest in Real Estate. Neither the License or this License Agreement grant the City, its successors, assigns or transferees any interest, legal or equitable, in HILLTOP CLINIC. The License and this License Agreement shall become null and void and without legal effect if it is recorded in any registry of deeds or any land registration office.

10. Modification; Assignment. Any modification or amendment to this License Agreement must be in writing. This License is not transferable, and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of CCC in advance of any such use.

11. Survival of Terms and Provisions. All appropriate terms and provisions hereof shall survive the termination or revocation of this License.

IN WITNESS WHEREOF, the parties hereto have caused this Mural License Agreement to be executed as a sealed instrument the day and year first written above.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated by the authorized signatures below, as of the dates herein set out.

APPROVED by The City of Oklahoma City and SIGNED by the Mayor this 26th day of April, 2022.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
MAYOR

APPROVED as to form and legality.

Pete G. Douglas Tally
Assistant Municipal Counselor

PROPERTY OWNER

Reid Hebert
Reid Hebert, Pastor
Christ Community Church

Subscribed and sworn to before me this 15th day of April, 2022.

[Signature]
Notary Public

My Commission Expires 11/18/25
My Commission Number 21015107
MARK COLLIER
Notary Public
State of Oklahoma