

AGREEMENT

The City of Pompano Beach, a municipal corporation organized in the state of Florida ("City") desires to enter into this Agreement ("Agreement") with Brian Renda ("Artist") to paint a mural entitled, "World Peace," ("Mural") on an exterior wall of a building owned by T E P M, Inc., located at 31 NE 1st Street, Pompano Beach, Florida 33060 for the City's public artwork display which is part of the Public Art Masterplan. T E P M, Inc., through its president, Thomas R. McMahon, has executed a license agreement with the City authorizing the City, through its Artist, to paint the Mural on his property.

For and in consideration of the mutual covenants and obligations created hereby as well as other good and valuable considerations, Artist agrees to paint said Mural and City agrees to pay the Artist for such Mural in the total amount of Two-Hundred-Thirty dollars (\$230.00) to be paid upon completion of said Mural, of which \$30.00 will be utilized for material expenses.

The Artwork will be a permanent artwork for the City and the City holds the right to deaccession the Artwork after a period of one (1) year from its installation. This Agreement, the written proposal and the photographs, attached herewith and incorporated herein is the complete Agreement ("Agreement") to complete the above-described work of art for the City.

By signing this Agreement you further acknowledge and attest that you have read and reconfirmed acceptance of all provisions set forth in this Agreement. The subject mural is a work of art created by Artist and nothing in this Agreement should be construed to mean that a transfer of ownership of the Official Artwork will occur. Artist retains complete ownership of the Official Artwork. All uses of the images, other than those specified in this Agreement must be approved by Artist.

Work of Art

The Artist agrees to create the artwork as proposed and described in its submitted design, ("Mural Design"). The area wall which the Mural will be painted on will be initially painted white by the City. Thereafter, the Artist shall be responsible to provide all painting material to complete said Mural. The creation of the Mural will lead into the launch of Artist's "World Peace Mural Tour," which is a tour and international art campaign that will run from July – October, 2016 throughout five (5) major cities of the United States. It is the artist's goal, prior to the official out-of-state launch, to complete several "World Peace" murals in and for south Florida as part of the local "World Peace" mural campaign.

Location

The Artwork will be located and on public display in the exterior wall of a building owned by T E P M, Inc., and located at 31 NE 1st Street, Pompano Beach, Florida 33060.

Modifications of Design

Modification shall mean more than 25% overall change from the originally submitted and approved design and are prohibited. Minor modifications must be submitted and approved by

City staff only under circumstances when it is necessary to facilitate the artwork. The City staff may at its sole discretion, approve the work as executed or require a review by the Public Art Committee.

City Inspection of the Work of Art

City staff will be on-site during the creation and completion of the Mural. The final work will be inspected to ensure compliance with the approved Mural Design.

Schedule

The Mural shall take one business day to complete and will be completed by July 2016.

Payment

Upon completion by the Artist, Artist shall be paid consideration in the total amount of Two Hundred Thirty Dollars (\$230.00).

Notices

City Contact

CITY OF POMPANO BEACH
Attn: Laura Atria
Public Art Program Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
954-786-4310

Artist Contact:

Brian Renda
Renda Writer@Yahoo.com
www.WorldPeaceMuralTour.com
www.RendaWriter.com

Interpretation.

Each party had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

Authority to Enter Into Agreement.

Each person signing below personally warrants and represents that the City has approved this Agreement and intends to be bound by its terms and that they are duly authorized to execute this Agreement on behalf of the City.

Governmental Immunity.

City is a political subdivision of the State of Florida. Each party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

Hold Harmless:

The Artist hereby agrees to the extent permitted by law, to indemnify against and hold the City, its officers, officials, employees and agents, harmless and hereby further agrees to defend the City of Pompano Beach against all claims brought against the City, its employees, officials, officers and agents, for any loss, damage or injury of any kind or character whatsoever without limitations, sustained by any party whatsoever in relation to the conveyance and installation of the above described artwork.

Artist expressly agree that this Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ARTIST"

Witnesses:

[Signature]

By:

[Signature]

Brian Renda, "Renda Writer" Artist

Print Name:

Brian Renda

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of JUNE, 2016 by BRIAN RENDA and SUSAN ANTHONY. He/she/they is/are personally known to me or who has produced FL. LICENSE (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

SUSAN B. ANTHONY

Name of Acknowledger Typed, Printed or Stamped

FF 040266

Commission Number

L:/agr/DEVSRVC/World Peace Agreement

L: agr/dev-srvcs/2016-1008