

OUTERSPACE PROJECT AUTHORIZATION AND RELEASE

This Project Authorization and Release Agreement ("Agreement") is made on this _____, 201__ ("Effective Date") between Greg Mike d/b/a "ABV Agency" ("ABV") and _____ ("Outer Space Rep") (together with ABV, "we" or "us"), and the property owner named below ("Owner").

WHEREAS, we created the "Outer Space Project" for the purpose of creating or procuring artistic murals and revitalizing certain sites within the Atlanta-area; and

WHEREAS, Owner is the sole and rightful owner of the real estate and improvements described below (the "Premises") and desires to secure the artistic services of ABV and Outer Space Rep as described hereinbelow.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereto agree as follows:

1. This Agreement shall commence on the Effective Date, and shall automatically terminate on the three (3) year anniversary of the Effective Date ("Term"), except as provided in Section 4 below.

2. At all times during the Term, Owner shall (a) allow our personnel, contractors, agents and artists (collectively, the "Project Staff") to access, at mutually-agreed upon times and dates, the external wall ("Wall") located at the Premises and described below, to clean and prime the Wall for paint (the "Preparation"); (b) allow the Project Staff to access the Wall to paint or install the agreed-upon mural (the "Mural") at a mutually-agreed time and date (the "Installation"); provided that Owner may not request any changes or revisions to the Mural (or any portion thereof) once the Installation work has commenced; (c) allow the Project Staff to access the Wall to apply anti-graffiti clear coat to protect the completed Mural from future damage (the "Coating"); and, (d) provide commercially reasonable efforts to preserve and maintain the Mural, which means that Owner will not cause or allow the Mural to be covered with or by any natural or synthetic substance, vegetation, structure, or other material, and will at all times keep the Mural in reasonably clean condition. After the Term, we encourage Owner to maintain the Mural.

3. During the Term, we will (a) provide all necessary materials, a professional scaffolding crew (if necessary), and Project Staff for the completion of the Installation and Coating; (b) use commercially reasonable efforts to avoid interfering with Owner's business operations during the Installation and Coating; (c) repaint the Wall following Installation in the event that the Mural is defaced or damaged; (d) maintain all necessary insurance coverage related to the performance of the obligations described in this Agreement; (e) have the right to access the Premises to photograph, video and reproduce images of the Mural in any media and for any purpose; (f)

retain any and all intellectual property rights in and to the Mural and all designs contained therein, including without limitation, all so-called moral rights associated therewith.

4. For good and valuable consideration, including the performance of the artistic service hereunder, Owner, on behalf its successors and assigns, hereby releases and forever discharges ABV, Outer Space Rep, and the Project Staff, from and against any and all claims, causes of action, demands, judgments or losses, in connection with or resulting from any damage to person or property, claims of libel, defamation, invasion of privacy, violation of the right of publicity, or infringement of copyright or violation of any other right arising out of or relating to the Mural, including the Preparation, Installation, or Coating performed by us at the Premises. Owner acknowledges and agree that release set forth in this Section 4 shall survive the expiration or early termination of the Term.

5. Owner hereby represents and warrants that (a) Owner has the full right and authority to execute this Agreement and grant the rights described herein; and (b) in the event of any subsequent sale, assignment, lease, or other transfer of the Premises (or portion thereof), this Agreement shall be binding upon any successor party in accordance with the terms set forth herein.

The parties, intending to be legally bound, sign this Agreement below.

_____ Owner Name (Print)
_____ Owner Signature Premises

Address: _____

Phone Number & Email _____

Mural Site Address:

Approximate Site Dimensions (length/height/width - must attach photo)

Outer Space Project Representative (Print) _____

Outer Space Project Signature _____

Greg Mike d/b/a ABV Agency

Donation of Mural Artwork at Mason Mill Park

Since they were built, the PATH trails and supporting walls at Mason Mill Park have been subject to graffiti, which is often crude or offensive. Recent studies demonstrate that murals painted in graffiti-prone areas **decrease the occurrence of graffiti by 80%**.

The Outer Space Project has offered DeKalb County a **donation of mural artwork valued at \$11,210. However, there will be no cost to DeKalb County for this artwork.** Outer Space is an annual arts festival, now in its 5th year, that pairs local and international muralists with donated walls in the Atlanta metro-area.

Outer Space Project murals are colorful and thought-provoking, but **do not allow offensive or political themes.** DeKalb will have final approval of the design and content and Outer Space Project commits to maintaining the mural for the first year. Outer Space is **fully insured** and provides all materials and equipment necessary for their artist to paint the mural.

Graffiti currently on the walls at Mason Mill:



Past murals by Outer Space Project artists:

