



## Village of East Dundee Mural Application & Agreement

Please select the option you are applying for (Check One):

Arts Council Assistance

Self-Commissioned Art

Applicant Name(s): \_\_\_\_\_

Property Owner(s): \_\_\_\_\_

Business Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Property Owner's Cell #: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_ Facebook Address: \_\_\_\_\_

### Cost Details

If you are seeking Arts Council assistance, does that include financial assistance? If so, how much?

\_\_\_\_\_  
\_\_\_\_\_

Please provide a breakdown of total project costs, and explain where requested financial assistance will be attributed to (Please attach any artist quotes, etc. currently obtained):

\_\_\_\_\_  
\_\_\_\_\_

### Project Details

Please provide a brief description of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe the theme or subject matter of the proposed mural (if known):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Preferred Location & Size.** Please describe the location and size of the proposed mural:

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**Maintenance & Removal.** Per East Dundee’s Mural Policy, the property owner or designated entity is responsible for the ongoing maintenance of the mural, including periodic cleaning and repairs, as well as the full removal of the mural. The property owner is responsible for the restoration of the building façade upon removal of the mural. Alterations or removal of a mural should be carried out only with the consent of the Arts Council and in compliance with applicable laws.

Do you accept this responsibility?       Yes       No

**\* \*\* Please attach any invoices, quotes, artist portfolios/qualifications, pictures, renderings, drawings, etc. you would like included in your application that help visualize your proposed project. \*\*\***

Please describe the documents attached:

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## Rules & Guidelines

All wall murals must comply with the following guidelines, which can also be found on the Village’s Website by clicking [here](#). For more information review **Resolution 20-24** on the Village’s website.

- The artwork must not include profanity, advertisements, or political statements.
- No artwork may contain any matter, in writing or in a depiction, that incites imminent criminal activity or consists of specific threats of violence targeted against a person or group.
- The artwork must be appropriate for all ages and audiences.
- The artwork must be of high quality and reflect the aesthetic standards of the community.
- The artwork must be maintained by the property owner in good condition and in full compliance with all applicable regulations of the Village Code, including, without limitation, the provisions of the Village’s building code, as determined applicable to ensure structural safety, in the sole determination of the Village Administrator or their designee.
- The artwork must be treated with anti-graffiti if within easy reach of pedestrians.
- No wall mural may be installed in a manner that would result in a property becoming out of compliance with the provisions of the Village Code.

## INDEMNIFICATION AGREEMENT (PROPERTY OWNER & APPLICANT)

Applicant and legal owner of the property hereby agree to defend, indemnify and hold harmless the Village of East Dundee and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the Village related to the proposed artwork and the application for the approval thereof. This indemnification shall include, but not limited to, damages, fees and/or costs awarded against the Village, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, the Village, and/or the parties initiating or bringing such proceeding.

The artist agrees that the commissioned mural work is a work for hire and that the building owner is the author for purposes of copyright ownership; and that the artist assigns all rights in the art, including copyrights, if any, so that the public can fully benefit from the art.

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROPERTY OWNER CERTIFICATION

I hereby certify that I am (we are) the record owner(s) [for property tax assessment purposes] of the property encompassed by this application. I further acknowledge and give permission for said artwork to be placed on my property.

Property Owner of Record: \_\_\_\_\_

Site Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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## FOR OFFICE USE ONLY:

Date Application Received: \_\_\_\_\_ Application Complete: \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Certificate of Insurance: \_\_\_\_\_