

WALL LEASE AGREEMENT
AGREEMENT BY AND BETWEEN THE EDMONDS MURAL SOCIETY AND _____

This Lease between _____ as Lessor (herein called "Wall Owner") and the Edmonds Mural Society, as Lessee (herein called the "Society", WITNESS THAT:

The Society has a program for expanding public experiences with visual art by placing works of art in public places and in places open to the view of the public; and

The Wall Owner desires to participate in such program and to lease to the Society a building wall under its control for the display of a painted mural on panels (hereinafter referred to as the "Work") and plaque, that will be open to the view of the public from nearby public rights(s) of way;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

Article 1. Lease Property. The Wall Owner hereby leases to the Society the entire ____ wall of the building (which space is referred to hereinafter as the "Wall") located at the property described as follows:

Addressed _____, Edmonds, Washington.

Article 2. Compensation and Payment Schedule.

The Society agrees to lease the space described in Article 1 for a sum of One Dollar (\$1) per year paid in a lump sum as compensation for the entire term of the lease. Lessor shall be paid by the Society for services related to this Agreement only as provided hereinafter. Such payment shall be in full compensation for use of the Wall as described herein. The total payment is subject to adjustment as set forth in Article 3a. Total payment shall be made as set forth below:

Payment \$10 Within ten (10) days of the execution of the agreement

Article 3. Duration. The term of this lease shall commence on July 1, 2012 and shall terminate on June 30, 2022, a period of one hundred twenty (120) months, unless terminated earlier under special circumstances as subsequently provided.

a. Execution of the right of termination under special circumstances as subsequently provided, the Wall Owner agrees that it will not intentionally destroy, obliterate, damage, alter, modify or change the Work, or in any way restrict or obstruct its view from the general public from nearby public rights(s) of way during the lease term. The Wall Owner may terminate this lease upon thirty (30) days written notice to the Society due to actual needs of the building for reconstruction purposes or to erect a structure that restricts or obstructs the view of the Work or if sale of the building is jeopardized by having the agreement in place.

b. The Wall Owner agrees not to post signs or posters of any kind on the same wall as the Work.

c. The Society is responsible for all routine cleaning, maintenance and/or repair of the Work.

d. In the event a person other than the Wall Owner erects a structure that, in the opinion of an authorized representative of the Society, restricts or obstructs the view of the Work, the Society may terminate this lease upon thirty (30) days written notice to the Wall Owner.

e. In the event the building upon which the Work is executed is sold during the term of this lease agreement, the Wall Owner shall condition such sale upon the acceptance of and adherence to the terms of this lease by the new building owner.

Article 4. Entire Agreement. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 5. Modification. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto.

Article 6. Waiver. No waiver of performance by either party shall be construed, or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement.

Article 7. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Washington.

Article 8. Heirs and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Society and the Artist and their respective heirs, personal representative, successors and permitted assigns.

Article 9. Dispute Resolution. All disputes or controversies that may arise between the parties with respect to the performance, obligations or rights of the parties under this Agreement, including disputes as to the physical acceptability of the work on the Wall or any alleged breach thereof, which cannot be otherwise settled shall go to binding arbitration.

Article 10. Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

If the Society, to:

Jeff Stilwell
Edmonds Mural Society
409 Main Street
Edmonds, WA 98020

If the Lessor, to:

Name
Address
Edmonds, WA 9802?

IN WITNESS WHEREOF, the Wall Owner has executed this agreement by having the signatures of its authorized representatives affixed in the spaces provided below.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

Society: Edmonds Mural Society

BY: Jeff Stilwell

TITLE: Municipal Liaison

DATE:

LESSOR: _____

DATE: