PUBLIC ART MAINTENANCE AGREEMENT

THIS Agreement is made as of the 23 day of May, 2025 by and between:

City of Brevard (hereinafter "City")
95 West Main Street
Brevard, NC 28712

and

Caitlin Walters	("Owner").
66 E Main St. Brevard, NC 28712	("Physical Address of project")
451 Fisher rd Brevard, NC 28712	("Mailing Address of Owner)
828-862-5111	("Telephone Number")
caitlin@earthmountainbicycle.com	("Email Address")

WHEREAS, the City has determined in order to beautify public areas, enhance the quality of life for Brevard citizens, attract tourism, promote arts and culture, and encourage businesses to locate within the city, thus expanding Brevard's economic base, it is the policy of the City of Brevard to promote public art, where appropriate, through the implementation of a clarified process and design guidelines, and

WHEREAS, the Owner desires to facilitate this policy by installing public art as approved by the Brevard City Council pursuant to Ordinance 42-16 of the Brevard City Code and Chapter 12 of the Unified Development Ordinance;

WHEREAS, the Owner is aware that as a condition of being allowed to install any public art, the Owner must agree to certain maintenance and other requirements as set forth in the policy.

NOW THEREFORE, the Owner, subject to the approval of the said public art project by the Brevard City Council, agrees as follows:

1. Owner agrees to complete the installation work within one calendar year from the date of approval by City and all work shall be completed according to state and local building codes and ordinances, and approved, when necessary, by the proper authorities.
2. Owner accepts the sole responsibility of maintenance during the lifetime of the artwork and authorizes the City to perform such maintenance if these responsibilities are not fulfilled by the Owner. In the event the City is required to perform maintenance on the said project due to the Owners failure to maintain, the Owner shall reimburse the City for the reasonable costs of the maintenance. Maintenance shall include, but is not limited to, re-painting/touch-up painting to keep the art looking current and not faded, as determined by the DMPC, and abating graffiti, or other forms of vandalism, within 48 hours from the time the property owner has been notified. Owner maintenance may also include painting over the mural effectively ending its lifetime if no public funds were used in its creation and if there is no prior, conflicting agreement between the City and the property owner unless both parties are in agreement. Owner further agrees to follow the maintenance

guidelines set forth in Section VIII of the Public Art Policy and Application Process manual.

3. Once a project is complete, Owner shall apply an anti-graffiti coating to protect its surface if determined by the DMPC to be feasible.
4. The Owner agrees to allow images and video of the completed installation to be placed on the City of Brevard's web pages, social media, publications/videos, and local media.
5. Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to mediation prior to either party invoking the court system.
6. This agreement shall be governed by the laws of the State of North Carolina and shall be subject solely to the jurisdiction of the District or Superior Court of Transylvania County North Carolina.

IN WITNESS WHEREOF, the Owner hereto has signed this Agreement as of the date first above written.

OWNER, Caitlin Walters _____ by:

_____(SEAL)
Owner Signature