



As the owner of _____ *[Property]* _____ located at _____ *[Address]* _____ in Norfolk, VA, I, _____ *[Property Owner]* _____ (the "Property Owner"), hereby give permission to _____ *[Artist]* _____ (the "Artist") to create an artistic element in support of the goals of the NEON District Committee, thereby enhancing the life and vitality of the district.

I understand that any expenses to complete said artistic element in excess of charitable funds raised for the artistic element, if any, are the responsibility of the Property Owner.

In the event the above property should be leased or sold, the new tenant or new owner will have the right to decide whether or not the artistic element stays in place. All expenses of removal, whether at the request of a new tenant, new owner or otherwise, are the sole responsibility of the Artist and the above-named Property Owner.

The Property Owner and the Artist hereby agree, on behalf of themselves and their respective employees, agents, volunteers, or any other individual associated with the creation, installation and display of the artistic element, to indemnify and hold harmless the Downtown Norfolk Council (the "DNC") and the Downtown Norfolk Fund (the "DNF"), and their respective agents, officers, officials, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of or related to the artistic element or this agreement, including but not limited to, claims for personal or bodily injury, disease or death, and injury to or destruction of property, except to the extent caused by the gross negligence or intentional misconduct of the DNC or the DNF.

The Property Owner and the Artist further agree, on behalf of themselves and their respective employees, agents, volunteers, or any other individual associated with the artistic element, to waive and relinquish any and all claims that may result in any manner against the DNC or the DNF, and their respective agents, officers, officials, employees and authorized volunteers, except for acts or matters arising solely due to the intentional misconduct of the DNC or the DNF.

I hereby acknowledge that the charitable funds, if any, for this artistic element will be distributed by the DNF. The DNF will release the charitable funds raised, less necessary fees for processing and collection, to the Property Owner, who will, in turn, be responsible for disbursing the funds to the Artist upon completion of the artistic element.

PROPERTY OWNER:

ARTIST:

Property Owner Name

Artist Name

Property Owner Signature

Artist Signature

Date Signed

Date Signed