

**City of Millbrook Mural Grant Program**  
**Administered by the Millbrook Area Chamber of Commerce**

**FY22 Program Rules and Guidelines**

All Mural Grants are subject to the following Program Rules and Guidelines, hereinafter referred to as “Program Rules.”

1. **Applicant Eligibility.** Mural Grant applicants must be the property owner of the proposed mural site and the property owner’s proposed artist. Any tenants interested in a Mural Grant should encourage their landlords to apply. If there are multiple property owners or artists, then all property owners and artists must sign the Application Form. City staff and elected officials are not eligible for Mural Grants.
2. **Property Eligibility.** Mural Grants are limited to the outside walls of buildings that are visible from a public place and that are located within the corporate limits of the City of Millbrook. Single-family residences, duplexes, and churches are not eligible properties for Mural Grants. Properties owned or leased by city staff or elected officials are not eligible properties for Mural Grants. The City/Chamber will decline to fund any application it believes violates any deed covenants or property use restrictions.
3. **Location Eligibility.** Proposed murals must be installed on buildings located inside the corporate limits of the City of Millbrook.
4. **Content Eligibility.** The purpose of the Mural Grant Program is to encourage public art in the community without offending citizens or visitors, in accordance with prevailing community standards. The City/Chamber reserves the right to decline to award a Mural Grant for a mural that:
  - a. is obscene, indecent, immoral, libelous, profane, defamatory, or illegal;
  - b. ridicules individuals or groups of people;
  - c. tends to incite, violent, criminal, or anti-social behavior, including but not limited to epithets based upon race, color, creed, religion, or gender;
  - d. is political in nature;
  - e. promotes a service or product as a dominant theme;
  - f. is likely to create a safety hazard by distracting drivers or pedestrians.

Mural Grants are for original art only. Proposed restorations of old or existing murals are not eligible.

5. **Artist Eligibility.** Property owners must select their own artists who can demonstrate that they have the ability to install original, large-scale pieces of public art. Artists warrant that their proposed murals are original and do not violate any intellectual property laws or the rights of any third parties.

6. **Acknowledgment.** The City/Chamber may place a temporary sign at the worksite during the project to acknowledge the Millbrook Mural Grant Program. The City may also place a permanent acknowledgment at the location when completed. Applicants and their successors and assigns agree to allow the City/Chamber to use, in any reasonable manner, funded murals to promote the Millbrook Mural Grant Program, the City of Millbrook and the Millbrook Area Chamber of Commerce.
7. **Reimbursement.** Mural Grants require a match of at least 20% of the total project cost and may receive reimbursement for up to \$6,000. Mural Grants will be paid after the City/Chamber determines that the Mural is completed in compliance with the Program Rules. Requests for reimbursement must include invoices and cancelled checks showing vendors have been paid, lien waivers, and a digital photograph of the completed mural.
8. **Maintenance/Clawback.** Applicants must maintain completed murals for five years from the date of completion of the mural. If, at any time within the maintenance period any Applicant violates any of the Program Rules, then all Mural Grant Funds paid to the Applicant for the mural may be forfeited. The Applicant also agrees to pay any and all costs and expenses, including reasonable attorneys' fees, incurred by the City/Chamber in enforcing the Program Rules.
9. **Amendment.** Applicants must notify the City/Chamber in writing if there are any changes in the plans submitted with the original application. The Mural Committee reserves the right to re-consider the Application based on the changes to the original plan.
10. **Laws.** Applicant will at all times observe and comply with all applicable laws, ordinances, and regulations of the state, federal, and local governments which are in effect from the date of the Application through the maintenance period.
11. **Successors and Assigns.** Applicants hereby bind themselves, their successors, their legal representatives, and their assigns to the City/Chamber and to its successors, legal representatives, and assigns in respect to all covenants of these Program Rules.
12. **Non-Appropriation.** All Mural Grants are subject to City Council appropriation and availability of budget funds. The City/Chamber reserves the right to cancel the Mural Grant Program without prior notice.
13. **Relationship of the Parties.** These Program Rules do not create a partnership or joint venture between or among the parties. The City/Chamber serve only as a financing source and does not exercise control over the Applicants or the mural job sites. Applicants are not employees of the City/Chamber. Applicants are responsible for any injuries or damages sustained at their mural jobsite; the City/Chamber is not responsible for the acts or omissions of any Applicant or any other third party.

I hereby acknowledge I have read, understand, and agree to follow the Millbrook Mural Grant Program Rules and Guidelines.

**Property Owner**

**Artist**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*(Attach additional signature pages if needed for additional Property Owners or Artists.)*