

**Corporation of the District of Saanich
Property Owner Consent and Release Form**

(the “**Property Owner**”) gives consent to
(the “**Applicant**”) to participate in the

Community Mural Grant Program at

(the “**Property**”) to paint the mural and to perform any subsequent maintenance obligations.

The Property Owner is aware that the District of Saanich has received a request for approval of a mural from the Applicant on the Property.

The Property Owner represents and warrants to the District that:

- ☐ the Property Owner is the legal and beneficial owner of the Property and has full power and authority to grant the above consent and the below release and indemnity.
- ☐ no other person or entity is required to consent to the mural creation on the Property, including, without limitation, any tenant, occupant, or operator of the Property.
- ☐ the Property Owner authorises the placement of the mural on the Property for a period of at least years (minimum 3-5 years) from the date of installation of the mural.

The Property Owner agrees that if the District approves the placement of this mural, the Property Owner agrees to the following obligations as property owner, with or without a signed agreement with the Applicant and the artist:

- ☐ The Property Owner must provide consent to the Applicant, the artist, and involved individuals to access the Property to apply, install, and perform any subsequent maintenance requirements;
- ☐ The Property Owner must ensure that the mural and its site is kept in a good state of repair at all times, and that it does not become unsightly, as described in the [Unsightly Premises Bylaw No. 9600](#);
- ☐ The Property Owner will ensure that the mural is maintained, repaired or restored if it is defaced or damaged and that any graffiti placed on the mural must be removed, as outlined in the grant program’s Letter of Agreement and Terms and Conditions with approved applicants and required by the Unsightly Premises Bylaw;

The Property Owner understands that an agreement outlining terms and conditions, roles and responsibilities is recommended between the Property Owner, the Applicant, and the artist. If the Property Owner fails to comply with the above obligations, the District may require removal of mural pursuant to the [Unsightly Premises Bylaw No. 9600](#) at the Property Owner’s cost and expense.

The Property Owner understands that the District has final say on the approval of the mural and the final mural design.

Release and Indemnification:

The Property Owner acknowledges and agrees that the Property Owner will be responsible and liable for all damages, losses, costs, actions, causes of action, claims, demands, liens, liabilities, expenses and indirect or consequential damages of any kind and nature whatsoever (collectively, "**Losses**"), caused by, resulting from, arising out of, or incidental to its participation in the Community Mural Grant Program, including, without limitation, any Losses resulting from any negligent act of omission of the District or its personnel or contractors (collectively, the "**Indemnified Parties**").

The Property Owner, for itself and any person or firm claiming through the Property Owner, hereby indemnifies and release each of the Indemnified Parties from and against all Losses which may arise or accrue to the Property Owner, that arise out of, or would not have been incurred but for its participation in the Community Mural Grant Program whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of any of the Indemnified Parties; and the Property Owner hereby covenants and agrees to indemnify and save harmless each of the Indemnified Parties, from and against all Losses which may arise or accrue to any person or firm against any of the Indemnified Parties or which any of the Indemnified Parties may pay, incur, sustain or be put to, by reason of or in connection with:

- (a) the Community Mural Grant Program;
- (b) any breach by the Property Owner of this Consent Agreement
- (c) any personal injury, property damage or death

whether or not such Losses are a result of or relate in any way to any negligent acts or omissions on the part of any of the Indemnified Parties.

Signed copies of this Consent Agreement sent by facsimile and signed copies that are scanned, electronic or digital are acceptable to the Parties and will be as binding as the original signatures.

By signing this document, I represent and warrant that I am the Property Owner or that have the signing authority necessary to bind the Property Owner.

Date (yyyy/mm/dd) Signature

This collection of personal information is authorized under the Local Government Act, Community Charter and section 26(c) of the Freedom of Information and Protection of Privacy Act. The information will be used for processing this application. Questions can be directed to the District's Privacy Officer at: 770 Vernon Avenue, Victoria, BC, V8X 2W7, phone: 250-475-1775, email: foi@saanich.ca.