

# Creative Neighborhood/Utility Box Painting Request and Release

Submitted by (Property Owner): \_\_\_\_\_ Date: \_\_\_\_\_  
Address/Location of the Utility Box-attach location photo if possible:

Approved by Utilities Director: \_\_\_\_\_ Date: \_\_\_\_\_

Artwork submitted to LAHC: Attach photos and any information on the chosen artist

Approved by LAHC: \_\_\_\_\_ Date: \_\_\_\_\_

**1. Grant of Access and Permission:** The Property Owner grants the Artist permission to access the Town of Lyons owned utility box on their property located at [Specific Location on Property] (the “Property”) for the purpose of a painting a public utility box on the Property. This permission is limited to the dates of [Start Date] through [End Date], unless extended by written agreement signed by the Parties. Any homeowners’ association (HOA) approval needed must be obtained by the property owner. The property owner will ensure that that there are no obstructions preventing access to the utility box during the limited term of this Agreement.

**2. Ownership and Right:** The Artist retains all intellectual property of their original artwork. The Property Owner may photograph and display images for personal or promotional purposes only. The art may not be reproduced or sold without the Artist’s written consent.

**3. Liability:** The Artist agrees to work in a safe manner and shall be solely responsible for their materials, equipment, and all actions or inactions taken by the on the Property by the Artist. The Artist agrees to release and hold harmless the Property Owner from any liability for injury, damage, or loss that may occur during the Artist’s work on the project during the term of this Agreement. Artist will follow the utility box painting guidelines provided to Artist including, but not limited to, not painting the “TOWN OF LYONS ELECTRIC” sign on the utility box. The Artist agrees and acknowledges receipt of the utility box painting guidelines.

## 4. INDEMNIFICATION:

The Artist agrees to indemnify and hold the harmless the Town of Lyons from any and all claims of damage or injury, of any nature, made by any third-party against the Town of Lyons arising from actions or inactions of the Artist during the installation process.

## Signatures

### Property Owner:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

### Artist:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_