



Façade Improvement Program Application

Name of Applicant: National Association for the Advancement of Colored People-Peoria Branch

Name of Business: National Association for the Advancement of Colored People-Peoria Branch

Address of Property: 101 N. MacArthur Highway, Peoria, Illinois 61605

Type of Business: Non-Profit, Social Welfare

Property Identification Number (P.I.N.): 18-08-284-008

Phone: 1-309-672-6344 **Email:** jacksonlaw218@gmail.com

Applicant is: Property Owner Business Owner Other (_____)

Façade Program: Warehouse District Southern Gateway/Western Avenue

The following items should be attached to the Final Application:

1. Letter of financial commitment addressed to City of Peoria demonstrating at least \$1,000 of improvements, total project costs, requested grant amount from the City and the property/business owners ability to fund his/her portion of the project;
2. Proof of property ownership (deed, title search, etc.) or written property owner's consent and appropriate proof of that owner's ownership, if applicable (Form B1 or B2);
3. Proof of property/liability insurance;
4. Attach two contractor bids (one bid if work is being done by tenant or property owner);
5. Final written cost estimates and name of the licensed contractor(s) chosen to perform the work; (Note- If property owner plans to complete the improvements, please indicate. If business tenant plans to complete the improvements, property owner's consent must be shown in writing -Form B3 or B4);
6. Copy of written contract(s) with contractor(s), if applicable;
7. Construction plans with material, schedule and dimensions;
8. Site plan with elevations, showing improvements drawn to scale;
9. Final architect cost estimates, if applicable;
10. Landscape and/or Signage plans, if applicable

The City of Peoria and its Community Development Department expressly reserves the right to reject any or all applicants or to request more information from any and/or all applicants in its sole and exclusive discretion. In addition, the City of Peoria reserves the right to cancel the program at any time, prior to grant approval and without notice, if sufficient funds are determined unavailable by the City of Peoria in its sole and exclusive discretion.

By signing this document, the applicant agrees that the project shall comply with all City State and Federal statutes and ordinances.



Applicant Signature: Peoria Branch NAACP, By: Ronald J. Jester President

Date of Application: 5/4/15

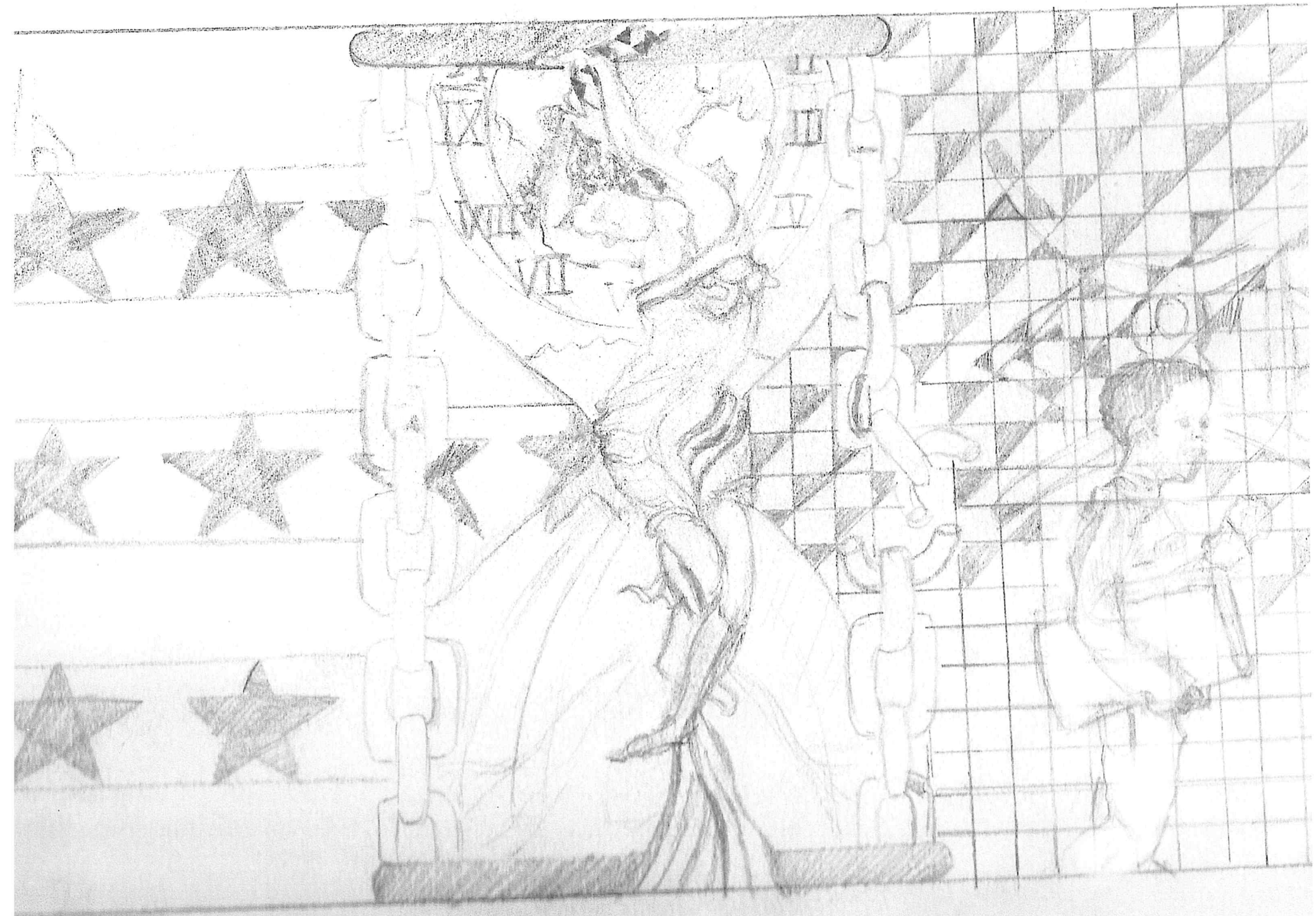
For Community Development Use Only:

Date Received: _____

Department Approval: _____ Date: _____

Date Presented to City Council (if applicable): _____

City Council Approval: _____ Date: _____





8.5 FEET

12.5 FEET

SIDING TO BE REMOVED

NAACP

MURAL CONTRACT

This agreement is made in duplicate the ____ day of _____, 20__ between:

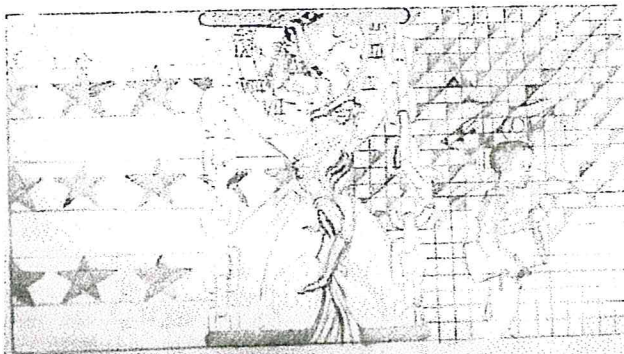
A _____ "The Artist"

and *Peo. Branch NAACP*

B *By: Ronald R. Jackson, President* "The Client"

1. Description of the work:

The artwork to be created by the artist shall be:



Description: A painted version of the pencil sketch pictured above shall be executed on an exterior wall of the Peoria branch of the NAACP building located at 100 South Mac Arthur Highway

2. Obligations of the artist and client:

- a) ~~Artist shall purchase materials necessary for the creation of the artwork and be reimbursed for cost by client.~~
- b) ~~Client shall bear the expense of any transportation or living costs incurred by the artist away from his home or studio, sales taxes, or customs duties, insofar as such expenses are reasonably incident to, or entailed by, the artist's creation, delivery or installation of the work (or supervision thereof).~~
- c) Artist shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor/assistant.
- d) Artist shall hire and compensate any additional labor services necessary for preparation of the wall and/or installation of the artwork (murals on canvas).
- e) Client shall secure any building permits necessary for the lawful creation and execution of the work.
- f) Artist shall provide OSHA compliant scaffolds to work on when necessary.

- g) Any major changes that client requests of artist, will result in paying artist an additional \$75.00 per hour to create the change or changes.
- h) Any changes artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

3. Start and completion dates:

The artist shall undertake the creation of the artwork on (06 / 01 / 2015) or before (06 / 01 / 2015) and complete the artwork on or by (08 / 15 / 2015).

4. Additional artwork compensation:

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

5. Fees and schedule of payment:

Price of artwork: \$10,000.00

Upon execution of this agreement, client shall pay to the artist:

- a) 50% deposit due upon verbal and or signed agreement (Non refundable)
- b) 50% due when project is complete

6. Exploitation of the Work:

Notwithstanding the assignment of any advertising/promotion rights to the client, the artist shall retain all copyrights of the artwork. The artist shall be entitled to reasonable advance notice of any publicity or photographic reproduction of the work. As well as, be entitled to customary and appropriate identification as the creator of the work.

7. Maintenance of the Work:

Client shall notify the artist promptly in the event of the need for any maintenance or restoration services so that the artist may have a reasonable opportunity to perform such work himself or to supervise or consult in its performance. Artist shall be reasonably compensated by the client for future maintenance and/or restoration services rendered. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the client, who shall take reasonable precautions to protect it against damage or destruction by external forces. (In the event of possible alteration or destruction of the work due to proposed renovation or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork by removing it whole, at his own expense).

8. Warranty:

The artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

9. Title of Ownership:

Title of ownership in the artwork shall pass from the artist to the client upon the completion of the artwork.

10. Death and disability:

In the event of an incapacitation, illness, or injury of the artist and a delay arising there from in the execution of the work, the artist shall notify the client of such delay. In the event of the artist death, her estate shall retain any payments made therein.

11. Other delay:

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

12. Arbitration:

Any dispute hereunder between the parties (not involving money claims by either party in excess of \$1,000.00) shall be resolved by resort to arbitration (in accordance with the standards and procedures of the American Arbitration Association).

The laws of the state of Illinois shall govern construction of this agreement.

R. Rashad/Artistic Murals



Title: Artist Date: 5/4/15

Client

_____ Title: _____ Date: _____

_____ Title: _____ Date: _____

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The laws of the state of Illinois shall govern construction of this agreement.

R. Rashad/Artistic Murals

_____ Title: Artist Date: _____

Client

Exec. Branch NAACP
By: Clarence R. Jackson Title: President Date: April 30, 2015

_____ Title: _____ Date: _____