



ADMINISTRATIVE PERMIT APPLICATION FOR PUBLIC MURALS

PLANNING SERVICES DIVISION

PRIVATE PROPERTY OWNER ACKNOWLEDGMENT

I, _____, the legal owner of the property at
_____, the Mural Site, hereby grant authorization to
_____, the Artist, to place a mural on the Mural Site.

As the Property Owner, I acknowledge that:

1. Permits for murals on private property are allowable for up to five years from installation. At the discretion of the property owner, an extension of the mural Permit may be granted, upon City review of the condition of the mural at the time of the request. Requests for extension shall be filed with the Planning and Building Department prior to Permit expiration.
2. No part of the mural shall exceed the structure to which it is affixed.
3. No part of the mural shall extend more than 6 inches from the plane of the wall upon which it is affixed.
4. No part of the mural contains electrical or mechanical components or changing images.
5. No part of the mural contains a commercial message in text or images.
6. Murals on private property must have an anti-graffiti coat applied to the surface to abate graffiti and vandalism.
7. I have received and reviewed the Visual Artists Rights Act, 17 U.S.C. § 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code § 987 and § 989 ("CAPA").

Signature of Property Owner

Name of Property Owner

Date

NOTARIZATION

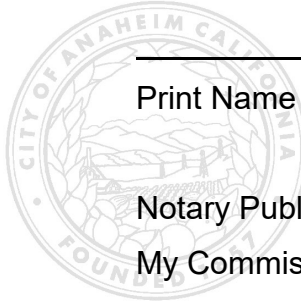
STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 20_____, by
_____ who is [] personally known to me, or who has [] produced the
following identification: _____

Signature of Notary Public

Print Name of Notary Public

NOTARY SEAL/STAMP



Notary Public, State of _____

My Commission expires _____

Visual Artists Rights Act

Title 17 United States Code, Section 106A: Rights of certain authors to attribution and integrity

1. Rights of Attribution and Integrity.

Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art —

- a. shall have the right —
 - a. to claim authorship of that work, and
 - b. to prevent the use of his or her name as the author of any work of visual art which he or she did not create;
- b. shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and
- c. subject to the limitations set forth in section 113(d), shall have the right —
 - a. to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and
 - b. to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

2. Scope and Exercise of Rights.

Only the author of a work of visual art has the rights conferred by subsection (a.) in that work, whether or not the author is the copyright owner. The authors of a joint work of visual art are co-owners of the rights conferred by subsection (a.) in that work.

3. Exceptions.

- a. The modification of a work of visual art which is a result of the passage of time or the inherent nature of the materials is not a distortion, mutilation, or other modification described in subsection (a.3.A.).
- b. The modification of a work of visual art which is the result of conservation, or of the public presentation, including lighting and placement, of the work is not a destruction, distortion, mutilation, or other modification described in subsection (a)(3) unless the modification is caused by gross negligence.
- c. The rights described in paragraphs (1.) and (2.) of subsection (a.) shall not apply to any reproduction, depiction, portrayal, or other use of a work in, upon, or in any connection with any item described in subparagraph (A.) or

(B.) of the definition of "work of visual art" in section 101, and any such reproduction, depiction, portrayal, or other use of a work is not a destruction, distortion, mutilation, or other modification described in paragraph (3) of subsection (a.).

4. Duration of Rights.

- a. With respect to works of visual art created on or after the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, the rights conferred by subsection (a.) shall endure for a term consisting of the life of the author.
- b. With respect to works of visual art created before the effective date set forth in section 610(a) of the Visual Artists Rights Act of 1990, but title to which has not, as of such effective date, been transferred from the author, the rights conferred by subsection (a.) shall be coextensive with, and shall expire at the same time as, the rights conferred by section 106.
- c. (3) In the case of a joint work prepared by two or more authors, the rights conferred by subsection (a.) shall endure for a term consisting of the life of the last surviving author.
- d. All terms of the rights conferred by subsection (a) run to the end of the calendar year in which they would otherwise expire.

5. Transfer and Waiver.

- a. The rights conferred by subsection (a.) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.
- b. Ownership of the rights conferred by subsection (a.) with respect to a work of visual art is distinct from ownership of any copy of that work, or of a copyright or any exclusive right under a copyright in that work. Transfer of ownership of any copy of a work of visual art, or of a copyright or any exclusive right under a copyright, shall not constitute a waiver of the rights conferred by subsection (a). Except as may otherwise be agreed by the author in a written instrument signed by the author, a waiver of the rights conferred by subsection (a.) with respect to a work of visual art shall not constitute a transfer of ownership of any copy of that work, or of ownership of a copyright or of any exclusive right under a copyright in that work.

Title 17 United States Code, Section 113

1. In a case in which —
 - a. a work of visual art has been incorporated in or made part of a building in such a way that removing the work from the building will cause the destruction, distortion, mutilation, or other modification of the work as described in section 106A(a.3.), and
 - b. the author consented to the installation of the work in the building either before the effective date set forth in section 610(a.) of the Visual Artists Rights Act of 1990, or in a written instrument executed on or after such effective date that is signed by the owner of the building and the author and that specifies that installation of the work may subject the work to destruction, distortion, mutilation, or other modification, by reason of its removal, then the rights conferred by paragraphs (2.) and (3.) of section 106A(a.) shall not apply.
2. If the owner of a building wishes to remove a work of visual art which is a part of such building and which can be removed from the building without the destruction, distortion, mutilation, or other modification of the work as described in section 106A(a)(3), the author's rights under paragraphs (2.) and (3.) of section 106A(a.) shall apply unless —
 - a. the owner has made a diligent, good faith attempt without success to notify the author of the owner's intended action affecting the work of visual art, or
 - b. the owner did provide such notice in writing and the person so notified failed, within 90 days after receiving such notice, either to remove the work or to pay for its removal. For purposes of subparagraph (A), an owner shall be presumed to have made a diligent, good faith attempt to send notice if the owner sent such notice by registered mail to the author at the most recent address of the author that was recorded with the Register of Copyrights pursuant to paragraph (3). If the work is removed at the expense of the author, title to that copy of the work shall be deemed to be in the author.
3. The Register of Copyrights shall establish a system of records whereby any author of a work of visual art that has been incorporated in or made part of a building, may record his or her identity and address with the Copyright Office. The Register shall also establish procedures under which any such author may update the information so recorded, and procedures under which owners of buildings may record with the Copyright Office evidence of their efforts to comply with this subsection.

(Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2560;
Pub. L. 101-650, title VI, Sec. 604, Dec. 1, 1990, 104 Stat. 5130.)

California Art Preservation Act

California Civil Code Section 987 - Protection of works of fine art against alteration or destruction

- (a) The Legislature hereby finds and declares that the physical alteration or destruction of fine art, which is an expression of the artist's personality, is detrimental to the artist's reputation, and artists therefore have an interest in protecting their works of fine art against any alteration or destruction; and that there is also a public interest in preserving the integrity of cultural and artistic creations.
- (b) As used in this section:
 - (i) "Artist" means the individual or individuals who create a work of fine art.
 - (ii) "Fine art" means an original painting, sculpture, or drawing, or an original work of art in glass, of recognized quality, but shall not include work prepared under contract for commercial use by its purchaser.
 - (iii) "Person" means an individual, partnership, corporation, limited liability company, association or other group, however organized.
 - (iv) "Frame" means to prepare, or cause to be prepared, a work of fine art for display in a manner customarily considered to be appropriate for a work of fine art in the particular medium.
 - (v) "Restore" means to return, or cause to be returned, a deteriorated or damaged work of fine art as nearly as is feasible to its original state or condition, in accordance with prevailing standards.
 - (vi) "Conserve" means to preserve, or cause to be preserved, a work of fine art by retarding or preventing deterioration or damage through appropriate treatment in accordance with prevailing standards in order to maintain the structural integrity to the fullest extent possible in an unchanging state.
 - (vii) "Commercial use" means fine art created under a work-for-hire arrangement for use in advertising, magazines, newspapers, or other print and electronic media.
- (c)
 - (i) No person, except an artist who owns and possesses a work of fine art which the artist has created, shall intentionally commit, or authorize the intentional commission of, any physical defacement, mutilation, alteration, or destruction of a work of fine art.
 - (ii) In addition to the prohibitions contained in paragraph (1), no person who frames, conserves, or restores a work of fine art shall commit, or authorize the commission of, any physical defacement, mutilation, alteration, or destruction of a work of fine art by any act constituting gross negligence. For purposes of this section, the term "gross negligence" shall mean the exercise of so slight a degree of care as to justify the belief that there was an indifference to the particular work of fine art.

- (d) The artist shall retain at all times the right to claim authorship, or, for a just and valid reason, to disclaim authorship of his or her work of fine art.
- (e) To effectuate the rights created by this section, the artist may commence an action to recover or obtain any of the following:
 - (i) Injunctive relief.
 - (ii) Actual damages.
 - (iii) Punitive damages. In the event that punitive damages are awarded, the court shall, in its discretion, select an organization or organizations engaged in charitable or educational activities involving the fine arts in California to receive any punitive damages.
 - (iv) Reasonable attorneys' and expert witness fees.
 - (v) Any other relief which the court deems proper.
- (f) In determining whether a work of fine art is of recognized quality, the trier of fact shall rely on the opinions of artists, art dealers, collectors of fine art, curators of art museums, and other persons involved with the creation or marketing of fine art.
- (g) The rights and duties created under this section:
 - (i) Shall, with respect to the artist, or if any artist is deceased, his or her heir, beneficiary, devisee, or personal representative, exist until the 50th anniversary of the death of the artist.
 - (ii) Shall exist in addition to any other rights and duties which may now or in the future be applicable.
 - (iii) Except as provided in paragraph (1) of subdivision (h), may not be waived except by an instrument in writing expressly so providing which is signed by the artist.
- (h)
 - (i) If a work of fine art cannot be removed from a building without substantial physical defacement, mutilation, alteration, or destruction of the work, the rights and duties created under this section, unless expressly reserved by an instrument in writing signed by the owner of the building, containing a legal description of the property and properly recorded, shall be deemed waived. The instrument, if properly recorded, shall be binding on subsequent owners of the building.
 - (ii) If the owner of a building wishes to remove a work of fine art which is a part of the building but which can be removed from the building without substantial harm to the fine art, and in the course of or after removal, the owner intends to cause or allow the fine art to suffer physical defacement, mutilation, alteration, or destruction, the rights and duties created under this section shall apply unless the owner has diligently attempted without success to notify the artist, or, if the artist is deceased, his or her heir, beneficiary, devisee, or personal representative, in writing of his or her intended action affecting the work of fine art, or unless he or she did provide notice and that person failed within 90 days either to remove the work or to pay for its removal. If the work

is removed at the expense of the artist, his or her heir, beneficiary, devisee, or personal representative, title to the fine art shall pass to that person.

- (iii) If a work of fine art can be removed from a building scheduled for demolition without substantial physical defacement, mutilation, alteration, or destruction of the work, and the owner of the building has notified the owner of the work of fine art of the scheduled demolition or the owner of the building is the owner of the work of fine art, and the owner of the work of fine art elects not to remove the work of fine art, the rights and duties created under this section shall apply, unless the owner of the building has diligently attempted without success to notify the artist, or, if the artist is deceased, his or her heir, beneficiary, devisee, or personal representative, in writing of the intended action affecting the work of fine art, or unless he or she did provide notice and that person failed within 90 days either to remove the work or to pay for its removal. If the work is removed at the expense of the artist, his or her heir, beneficiary, devisee, or personal representative, title to the fine art shall pass to that person.
- (iv) Nothing in this subdivision shall affect the rights of authorship created in subdivision (d) of this section.
- (i) No action may be maintained to enforce any liability under this section unless brought within three years of the act complained of or one year after discovery of the act, whichever is longer.
- (j) This section shall become operative on January 1, 1980, and shall apply to claims based on proscribed acts occurring on or after that date to works of fine art whenever created.
- (k) If any provision of this section or the application thereof to any person or circumstance is held invalid for any reason, the invalidity shall not affect any other provisions or applications of this section which can be effected without the invalid provision or application, and to this end the provisions of this section are severable.