

Mural Design Information Form

LEAD ARTIST

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

PROJECT COORDINATOR

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

SPONSORING ORGANIZATION

ADDRESS

CITY

STATE ZIP CODE

EMAIL PHONE

FUNDING SOURCES

PROPOSED SITE
(address, cross street)

DISTRICT

MURAL TITLE	Enrique's Journey
DIMENSIONS	Approx 9ft tall x 23ft wide
ESTIMATED SCHEDULE (start and completion dates)	Sept 15 - Oct 10
1. Proposal (describe proposed design, site and theme. Attach a separate document if needed).	Proposal is to conserve and restore Josué Rojas' 2014 mural in Balmy Alley, led by the artist himself. The mural was painted on a sliding garage door in Balmy Alley in 2009, and completed in phases until its final form in 2014. The proposed restoration is part of a mural restoration campaign, led by Tirso Araiza and Yano Rivera. The campaign brings original artists back to restore their murals in Balmy Alley. Rojas' mural interprets the Pulitzer winning book, Enrique's Journey, by journalist Sonia Nazario. Rojas reminagines Enrique's journey, travelling on top of a freight train, through a stylized Central American landscape, facing dangers on his way to meet his Mom in San Francisco. This restoration will keep the original design, but the artist
2. Materials and processes to be used for wall preparation, mural creation and anti-graffiti treatment.	Work begins with photo documentation, gentle cleaning, and light sanding. Flaking or powdering paint will be stabilized with a conservation-grade acrylic consolidant, such as Poly Methyl Methacrylate, Poly Butyl Methacrylate, or their brand equivalents (Mural Shield, Color Shield, or Golden MSA). Loose paint will be reattached with an adhesive, potentially Global Encasement's Prepress Primer. Josue Rojas, assistants, and volunteers, will restore the mural to match the original design. After painting, a compatible, anti-graffiti coating will be applied. Yano Rivera will oversee documentation, materials selection, and long-term care, supported by the Popsicle Mural Conservation Cart -a vandalism response project on 24th Street.
3. List individuals and groups involved in the mural design, preparation and implementation.	Restoration will be led by original artist Josué Rojas, who will guide the restoration. Mural conservator Yano Rivera will oversee documentation, materials, and long-term preservation, and advise on aesthetic choices. Tirso Araiza will assist with project coordination, site preparation, and carpentry. Volunteers muralists from the neighborhood will support making the work inclusive.

Attach the following documents to this form:

1. Lead artist's resume/qualifications and examples of previous work
2. Three (3) letters of community support
3. Letter or resolution approving proposal from city department **or**;
4. Letter of approval from private property owner along with Property Owner Authorization Form
5. Signed Artist Waiver of Property Rights for artwork placed upon city property **or**;
6. Signed Artist Waiver of Proprietary Rights financed in whole or in part by city funds for artwork placed upon private property
7. Maintenance Plan (including parties responsible for maintenance)
8. Color image of design
9. One image of the proposed site and indicate mural dimensions

*** Please note: all the documents above must be combined into one pdf packet that is under 20mb.**

Current condition



Original condition



JOSUÉ ROJAS CV

San Francisco, CA



www.JosueRojasArt.com

Josué Rojas is a Salvadoran-born American artist, muralist, and educator with over 25 years of experience in public art and community-based cultural work. His practice centers on storytelling, cultural identity, and social impact, creating murals and projects that reflect and uplift historically

EDUCATION

MFA, Painting — Boston University, 2015

BFA — California College of Arts & Crafts, 2004

Independent Artist / Public Art Lead — San Francisco, CA

2021–Present

- Lead artist on large-scale public artworks across the Bay Area
- Collaborate with community partners, municipalities, and cultural organizations
- Manage full project lifecycle from concept through fabrication and installation

Executive Director, Acción Latina — San Francisco, CA

2017–2021

SELECTED PUBLIC ART PROJECTS

- **Recology AIR Residency (2025)** – *Pupusa Face: A Fever Dream Codex*
- **Golden Gate Park Promenade (“Golden Mile”)**, San Francisco
- **SF Giants / LTF Food Hub Mural (“Vamos Gigantes!”)**
- **Balmy Alley Mural (“Enrique’s Journey”)**, San Francisco
- **Sean Monterrosa Memorial Mural**, San Francisco
- **SFMOMA Koret Center Mini-Murals (Diego Rivera Series)**
- **SFUSD & UC Santa Cruz Murals**
- **Slow Streets Ground Murals (multiple sites, SF)**

SELECTED EXHIBITIONS

Solo Exhibitions

- *Pupusa Face* — Recology AIR, San Francisco, 2025
- *Central American Pie* — Incline Gallery, San Francisco, 2024

- *Bridge Over Trouble* — Medicine for Nightmares, 2022
- *¡Gentromancer!* — Acción Latina, 2016
- *The Joy of Exile* — Boston University, 2015

Group Exhibitions

- *Slaughterhouse 5x5* — Arion Press, 2023
- *The 80's Matter in the Mission* — SFMOMA, 2022
- *We Are Bruce Lee* — Chinese Historical Society, 2022–2025

Appendix G2 - Additional Terms and Conditions Related to Restoration of Artwork on Private Property

Article 1A Definitions

In addition to the defined terms set forth in Article 1 of the main body of this Agreement, the following additional definitions shall apply to this Appendix G:

1. "Artwork" shall mean ENRIQUE'S JOURNEY by JOSUE ROJAS.
2. "Owner" shall mean **BETH MALIK** the owner of the property located at **2828 HARRISON STREET, SAN FRANCISCO, CA 94110.**
3. "Site" shall mean **2828 HARRISON STREET, SAN FRANCISCO, CA 94110.**
4. "Work" shall mean the work of the Grantee pertaining to providing the City with the services and deliverables as required under the Agreement.

Article 2A Required Approvals

2A.1 Required Approvals and Notifications. GRANTEE SHALL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION FROM THE OWNER OF THE PROPERTY ON WHICH THE GRANTEE WILL PERFORM ITS WORK UNDER THIS AGREEMENT AND ANY NECESSARY APPROVALS FROM CITY'S ARTS COMMISSION. IN ADDITION, GRANTEE SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER OF GRANTEE'S RIGHTS WITH RESPECT TO THE ARTWORK RESTORATION UNDER THIS AGREEMENT. BEFORE COMMENCING WORK UNDER THIS AGREEMENT, AND AS A CONDITION OF DISBURSEMENT OF ANY GRANT FUNDS, GRANTEE SHALL PROVIDE TO THE CITY SATISFACTORY WRITTEN EVIDENCE OF GRANTEE'S COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION. EXECUTED DOCUMENTS IN THE FORM ATTACHED AS **APPENDIX H (OWNER'S WAIVER AND AUTHORIZATION AND ARTIST'S RIGHTS WAIVER)** TO THIS AGREEMENT, OR IN SUBSTANTIALLY SIMILAR FORM ACCEPTABLE TO THE CITY, SHALL CONSTITUTE SUFFICIENT EVIDENCE OF GRANTEE'S COMPLIANCE WITH THE REQUIREMENTS OF THIS SECTION.

Article 3A

Ownership of Results; Intellectual Property; and Alteration of Artwork and Artists Rights

3A.1 Ownership of Results.

- a) **Clear Title to Artwork.** The parties agree that title to and all rights of ownership in the Artwork belong to Owner, subject to terms and except as set forth in this Agreement. Grantee warrants the Artwork shall be free and clear of any liens,

claims or other encumbrances that may affect Owner or City's title or rights to the Artwork.

3A.2. Intellectual Property and Publicity Rights.

- a) **Copyright.** Subject to the usage rights and licenses granted to City hereunder, Grantee, and Artists listed on Appendix E and as signatories to this Agreement, shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Grantee's, and Artist's copyright shall not extend to predominantly utilitarian aspects of the Work, such as landscaping elements, furnishings, or other similar objects. If Grantee or Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Work.
- b) **City's Intellectual Property License.** Grantee and Artists hereby grant to City, and to City's agents, authorized contractors and assigns, an unlimited and irrevocable license to do the following with respect the Artwork, whether in whole or in part, in all media (including electronic and digital) throughout the universe:
 - i) **Implementation, Use and Display.** City may use and display the Work (to the extent the Work includes graphic representations or models) and the Artwork. To the extent the Work involves design elements that are incorporated by City into the design of the Site, City may implement such elements at the Site.
 - ii) **Reproduction and Distribution.** City may make, distribute, sell and authorize the making, display, distribution and sale of, photographs and other reproductions of the Work and the Artwork. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the City. The proceeds from the sale of any such reproductions shall be used for any public purposes that City deems appropriate. City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. The City may not license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to create and sell three-dimensional reproductions on such items as tote bags, T-shirts, coffee mugs and awards. Such reproductions may only be created by separate agreements with the Grantee.
 - iii) **Public Records Requests.** Any documents provided by Grantee, Grantee's permitted subgrantees, or Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the San Francisco Sunshine Ordinance and California Public Records Act.

Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 3A.

- c) **Third Party Infringement.** The City is not responsible for any third party infringement of Grantee's or Artist's copyright and not responsible for protecting the intellectual property rights of Grantee or Artist. Grantee shall indemnify the City for such third

party infringement claims in accordance with the indemnification provisions set forth in Article 9 (Indemnification and General Liability) of the Agreement.

- d) **Publicity.** City shall have the right to use Grantee's and any permitted subgrantee, and Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding City.

3A.3 **Waiver of Artist's Rights Against the City.**

- a) **Reserved (Artists Rights and Waiver).**
- b) **Artist– Signatures Required on Grant Agreement.** As a precondition of this Agreement and of receipt of any Grant Funds under this Agreement, Grantee shall require the Artist(s) to sign this Agreement and agree to the provisions contained in this Article 3A. Failure to obtain the signatures of such Permitted Subgrantee Artists shall constitute an Event of Default.

3A.4. **Grantee As Sole Representative of Subgrantees.** Grantee hereby serves as the sole representative of the Grantee, any subgrantees, and Artists. Notwithstanding any other provision of this Agreement, any provisions in this Agreement that may require the City to notify, consult with, or obtain permission from the Grantee for any purpose shall not extend to subgrantees or parties other than the Grantee. In addition, all Grantee remedies under this Grant Agreement shall be limited to Grantee and shall not extend to any subgrantees or third parties.

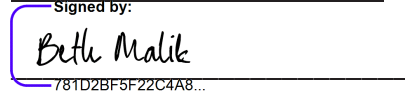
Appendix H2 - Forms of Owner's Waiver and Authorization and Artist's Rights Waiver

I. **Owner's Waiver of Liability; Indemnity and Authorization.** I, as the Property "Owner", hereby grant to **BRAVA FOR WOMEN IN THE ARTS**, including any permitted subgrantee, permission to restore a mural ("Artwork") at **2828 HARRISON STREET, SAN FRANCISCO, CA 94110** (the "Property") as further described in Appendix C to the Agreement between **BRAVA FOR WOMEN IN THE ARTS** and the City and County of San Francisco, dated **JUNE 24, 2026**. I warrant that I have the authority to sign this Waiver and Authorization. I further understand and acknowledge that the anticipated life span of the restored Artwork is **7** years. Owner assumes all risks associated with the restoration of the Artwork on the Property. Owner understands and agrees that City shall not be liable for any property damage or bodily injury or death occurring in connection with the restoration of the Artwork or the entry or activities of City, Grantee, Grantee's subcontractors, or others on the Property. Owner further agrees that Owner shall be solely responsible for notifying their insurers and ensuring that the activities at the Property contemplated herein will be covered by Owner's insurance. Owner hereby waives any claim for property damage or for any bodily injury or death that Owner may now or hereafter have against City occurring in connection with the restoration of the Artwork or the entry or activities of City, Grantee, Grantee's subcontractors or others on the Property. In addition, City shall be a third party beneficiary to this Waiver and Authorization and Owner shall indemnify and hold City, its officers, agents and employees harmless from and against any and all claims, loss, cost, damage, or liability of whatever kind arising in any manner in connection with the Artwork or the entry or activities of City, Grantee, Grantee's subcontractors, or others on the Property.

II. **Artist's Rights/Waiver.** I, the Owner of the property known as **2828 HARRISON STREET, SAN FRANCISCO, CA 94110**, understand that **the Artist**, may possess certain rights with respect to the Artwork on the Property, as provided in the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 *et seq*), and other local, state, federal and international laws that convey rights of the same nature ("Artist's Rights Laws"). I hereby:

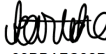
x _____ Do not agree to assume the legal obligations and potential liabilities arising under the Artist's Rights Laws, and, as a condition of my authorization for restoration of the Artwork on my property, request Grantee, including any permitted subcontractors or the artists, to waive its rights under the Artist's Rights Laws.

AUTHORIZED SIGNATURE(S)

Signed by:

 781D2BF5F22C4A8...
BETH MALIK, Owner

With respect to the Artwork produced at **2828 HARRISON STREET, SAN FRANCISCO, CA 94110**, under the Agreement with the City and County of San Francisco, dated **JUNE 24, 2026**, Grantee and Artist(s)artist(s), waives any and all claims against the Owner and the Owner's employees, agents, successors, tenants, assigns and any other persons or entities acting on the Owner's behalf, arising at any time and under any circumstances, under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 *et seq*), and other local, state, federal and international laws that convey rights of the same nature.

BRAVA FOR WOMEN IN THE ARTS

By  Signed by:
Print Name Kim Arteche
Title Executive Director

JOSUE ROJAS

By  DocuSigned by:
Print Name Josue Rojas
Title Artist