

## Mural Design Information Form

LEAD ARTIST

ADDRESS

CITY

STATE  ZIP CODE

EMAIL  PHONE

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PROJECT

COORDINATOR

ADDRESS

CITY

STATE  ZIP CODE

EMAIL  PHONE

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SPONSORING ORGANIZATION

ADDRESS

CITY

STATE  ZIP CODE

EMAIL  PHONE

FUNDING SOURCES

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PROPOSED SITE  
(address, cross  
street )

**1179 TREAT AVE,**  
near  
25<sup>th</sup>  
Stre  
et

DISTRICT

9

District numbers can be found at <http://sfgov.org/elections/district-citywide-maps>

|                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------|--|
| MURAL TITLE                                                                                             |  |
| DIMENSIONS                                                                                              |  |
| ESTIMATED SCHEDULE (start and completion dates)                                                         |  |
| 1. Proposal (describe proposed design, site and theme. Attach a separate document if needed).           |  |
| 2. Materials and processes to be used for wall preparation, mural creation and anti-graffiti treatment. |  |
| 3. List individuals and groups involved in the mural design, preparation and implementation.            |  |

**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.**





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Monseñor  
Oscar  
Romero

JUANA ALICIA ©1996



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Oscar  
Romero

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Compromisos





## **Appendix G1 - 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 NO ONE SHOULD OBEY AN UNJUST LAW by JUANA ALICIA.
2. "Owner at Existing Site" shall mean LETICIA GUZMAN the owner of the property located at 2886 HARRISON ST, SAN FRANCISCO, CA 94110.
3. "Existing Site" shall mean 2886 HARRISON ST, SAN FRANCISCO, CA 94110.
4. "Owner at New Site" shall mean JAMES SANCHEZ the owner of the property located at 1179 TREAT AVE, SAN FRANCISCO, CA 94110.
5. "New Site" shall mean 1179 TREAT AVE, SAN FRANCISCO, CA 94110.
6. "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 AT EXISTING SITE AND OWNER AT NEW SITE OF THE PROPERTIES 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 AT EXISTING SITE AND OWNER AT NEW SITE 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 H1A AND H1B (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 at New Site (referred to as “Owner” in Section 3A) once it is installed at the New Site, 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 H1A - 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 at Existing Site", hereby grant to **BRAVA FOR WOMEN IN THE ARTS**, including any permitted subgrantee, permission to remove a mural ("Artwork") at **2886 HARRISON ST, SAN FRANCISCO, CA 94110** (the "Property at Existing Site") 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 30, 2026**. I warrant that I have the authority to sign this Waiver and Authorization. Owner at Existing Site assumes all risks associated with the removal of the Artwork on the Property at Existing Site. Owner at Existing Site understands and agrees that City shall not be liable for any property damage or bodily injury or death occurring in connection with the removal of the Artwork or the entry or activities of City, Grantee, Grantee's subcontractors, or others on the Property at Existing Site. Owner at Existing Site further agrees that Owner at Existing Site shall be solely responsible for notifying their insurers and ensuring that the activities at the Property at Existing Site contemplated herein will be covered by Owner at Existing Site's insurance. Owner at Existing Site hereby waives any claim for property damage or for any bodily injury or death that Owner at Existing Site may now or hereafter have against City occurring in connection with the removal of the Artwork or the entry or activities of City, Grantee, Grantee's subcontractors or others on the Property at Existing Site. In addition, City shall be a third party beneficiary to this Waiver and Authorization and Owner at Existing Site 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 at Existing Site.

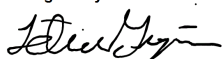
II. **Artist's Rights/Waiver.** I, the Owner at Existing Site of the property known as **2886 HARRISON ST, SAN FRANCISCO, CA 94110**, understand that **the Artist**, may possess certain rights with respect to the Artwork on the Property at Existing Site, as provided in the federal Visual Artists Rights 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 removal 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:



53810641D6B549D...

**LETICIA GUZMAN, Owner of Existing Site**

Landlord/Co-Owner's signature as Owner at Existing Site (if applicable)

With respect to the Artwork removed at **2886 HARRISON ST, SAN FRANCISCO, CA 94110**, under the Agreement with the City and County of San Francisco, dated **JUNE 30, 2026**, Grantee and Artist(s)artist(s), waives any and all claims against the Owner at Existing Site and the Owner at Existing Site's employees, agents, successors, tenants, assigns and any other persons or entities acting on the Owner at Existing Site'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**

Signed by:



93B5A7C62D95490...

By

Print Name

Kim Arteche

Title

Executive Director

**JUANA ALICIA**

DocuSigned by:



9E9034EFD3F1413...

By

Print Name

Juana Alicia

Title

Artist



## Appendix H1B - Forms of Owner's Waiver and Authorization and Artist's Rights Waiver

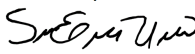
I. **Owner's Waiver of Liability; Indemnity and Authorization.** I, as the Property "Owner at New Site", hereby grant to **BRAVA FOR WOMEN IN THE ARTS**, including any permitted subgrantee, permission to restore a mural ("Artwork") at **1179 TREAT AVE, SAN FRANCISCO, CA 94110** (the "Property at New Site") 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 30, 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 at New Site assumes all risks associated with the restoration of the Artwork on the Property at New Site. Owner at New Site 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 at New Site. Owner of New Site further agrees that Owner at New Site shall be solely responsible for notifying their insurers and ensuring that the activities at the Property at New Site contemplated herein will be covered by Owner at New Site's insurance. Owner at New Site hereby waives any claim for property damage or for any bodily injury or death that Owner at New Site 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 at New Site. In addition, City shall be a third party beneficiary to this Waiver and Authorization and Owner at New Site 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 at New Site.

II. **Artist's Rights/Waiver.** I, the Owner at New Site of the property known as **1179 TREAT AVE, SAN FRANCISCO, CA 94110**, understand that **the Artist**, may possess certain rights with respect to the Artwork on the Property at New Site, 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.

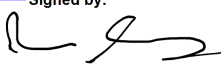


**AUTHORIZED SIGNATURE(S)**

Firmado por:  
  
 FA10311D909B41B...

**SANDRA UMANZOR, Tenant\***

*\*IMPORTANT NOTE; If Owner at New Site is a tenant (or co-owner) rather than the sole Property owner, the Owner at New Site's landlord (or co-owner) must also sign this agreement in the space below.*

Signed by:  
  
 D08F0882DCC54B3...

**JAMES SANCHEZ, Owner**

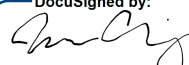
Landlord'/Co-Owner's signature as Owner at New Site (if applicable)

With respect to the Artwork restored at **1179 TREAT AVE, SAN FRANCISCO, CA 94110**, under the Agreement with the City and County of San Francisco, dated **JUNE 30, 2026**, Grantee and Artist(s) artist(s), waives any and all claims against the Owner at New Site and the Owner at New Site'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**

Signed by:  
  
 93BBA7C82D95490...  
 By  
 Print Name Kim Arteche  
 Title Executive Director

**JUANA ALICIA**

DocuSigned by:  
  
 9E9034EPD5F1413...  
 By  
 Print Name Juana Alicia  
 Title Artist