



Call for Muralists

The City of Covina invites qualified muralists to design and install a large-scale mural at a City park celebrating our local history, culture, and community. *Paid Commission!*

Request for Qualifications (RFQ)
Optional Site Visit: May 14, 2026
Deadline: May 28, 2026 5PM PST

Primary Contact: Daniella Chadwick
Dchadwick@covina.ca.gov

Opportunity to be added to a pre-approved list for future projects!



1. Background

Present-day Covina was originally within the homelands of the indigenous people of the Gabrieleno band of Mission Indians - Kizh Nation (pronounced “keech”), going back thousands of years. For millennia, the Kizh people developed a complex and beautiful culture that included religion, astronomy, and a complex social structure. In the 18th century, this region became part of Rancho La Puente in Alta California, and in 1842, it became part of the Mexican land grants. Covina was founded in 1882 with the purchase of a 2,000-acre tract from the Rancho La Puente land grant. By 1885, Citrus became Covina’s main agricultural crop. The City was incorporated in 1901, and by 1909, this region was the third-largest orange producer in the world. In 1914, the Pacific Electric Red Car transportation system was established, bringing families and businesses to Covina. By the end of WWII, Covina’s citrus groves were quickly replaced by residential low-density neighborhoods, creating today’s modern suburban town.

1.1 NEA Grants for Arts Projects

This project is supported in part by the National Endowment for the Arts. To find out more about how National Endowment for the Arts grants impact individuals and communities, visit www.arts.gov

1.2 Mural at Covina Recreation Village

Located at 640 N Citrus Avenue, currently under construction, Covina Recreation Village will revamp a former orange-packing facility into a new city park featuring a rock-climbing wall, dog park, gymnasium, and public library.

The proposed mural is located along the southern façade of the western building, within an exterior colonnade (See Attachment A and Exhibits). The colonnade is approximately eleven (11) feet high and runs the entire length of the building, at approximately two hundred and eighty-five (285) feet long. While the entire colonnade has the potential extent for the mural installation, the exact length/extent of the mural will be determined based on the available budget and rates of the selected muralist.

The selected muralist should consider the context of the wall, and the mural should translate well from various viewing angles. The finalized mural concept (to be developed *after* a muralist is selected) must highlight the cultural significance of the local area (e.g., San Gabriel Valley, City of Covina, Kizh Tribal Nation). The selected muralist will be expected to consult with the City of Covina and the Kizh Nation for historical context and approval of the design (e.g., Covina Mural Ad Hoc Committee). The City envisions a historical walkway that may depict, but is not limited to, the following: Native American culture, Spanish Settlements, the Agricultural era, railway expansion, suburban sprawl, and recent development changes in the City.

2. Exhibits

Exhibit 1. Overhead view of the building. The mural will be located along the south wall, within the colonnade.

Exhibit 2. A flyover video showing the property conditions as of February 2026 can be viewed at the city website at <https://covinaca.gov/bids-rfps/> for the duration that the call for muralists is open.



Please note that as of the date of the video (February 17, 2026), the property is an active construction site. **Construction of the colonnade will be completed and accessible at the time of the optional site visit on May 14, 2026.**

Exhibit 3. Conceptual renderings of the *colonnade*. These were created for visualization purposes only and are not indicative of a predetermined or pre-approved concept.



Exhibit 4. See **Attachment A** for the site plan and line diagram showing the south façade of the west building.

Exhibit 5. Conceptual Renderings of the Covina Recreation Village.



3. Budget

The total compensation for this mural project is shown below. This mural is funded through the City of Covina and the National Endowment for the Arts (NEA), Grants for Arts Projects. The amounts for each line item may be revised (but shall not exceed the total budget amount) at a later date upon approval of the City and NEA.

Task	Amount
Artist (<i>consultation, meetings, designs, labor</i>) Includes but is not limited to research, information gathering, meetings with the City and Kizh Nation, concept design drafts, revisions, and installation.	\$40,000
Materials Include, but are not limited to, surface preparation, paint, paint brushes or rollers, sponges, canvas, protective gear, tape, and similar products necessary for the installation.	\$30,000
Total Budget	\$70,000

3. Timeline

This is the anticipated timeline. In no event should the project extend beyond November 30, 2026.

Tasks	2026									
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Call for Muralists										
Optional Site Visit										
Award of Contract, Kick-off Meeting										
Consultation with Kizh Nation, concept development & refinement. Approval of Kizh and Covina Ad Hoc Mural Committee										
Muralist granted access to the site, Installation.										
Final inspection/approval by Kizh Nation & Covina staff										

3.1 Important Dates

- Deadline to sign up for optional site visit: May 12, 2026, 12 PM
- Optional Site Visit: May 14, 2026, 9:00 AM
- Deadline to submit questions: May 17, 2026, 6 PM (email primary contact)
- Response to Questions; May 18-20th, 2026
- **Deadline to submit qualifications: May 28, 2026, 12 PM**
- Award of Contract goal: late June 16 or thereafter.

To sign up for the optional site visit, contact Daniella Chadwick at dchadwick@covina.gov or at 626-384-5445 by 12 PM on May 12. Requests after this date will not be accepted.

4. Terms and Conditions

- 4.1 **Professional Services Agreement.** The muralist is expected to execute the Agreement immediately following City Council approval. A sample is provided in **Attachment B**. Failure to accept the terms of the Agreement may result in rejection of the submission.
- 4.2 **Insurance.** The muralist is expected to provide proof of insurance as required in the attached **Agreement, Section 15 (Attachment B)**.
- 4.3 **Right to Reject Submittals.** The City reserves the right to accept or reject any/all submissions. The City may, for any reason, decide not to award an agreement as a result of this request or cancel this process. The City is not obligated to respond to any proposal submitted, nor be legally bound in any manner by any submission.
- 4.4 **Muralists may opt to be added to the City of Covina’s pre-approved muralist list.** Muralists submitting qualifications should respond ‘yes’ to question 6 if they would like to be added to the city’s pre-approved list for future consideration of mural installations. Failure to state interest will result in not being added to the city’s pre-approved list. Acceptance into the City’s pre-approved list does not guarantee assignment of work on future mural projects.

5. Submittal Requirements & Submissions Process

Submissions for this Call for Muralists will be submitted via Google Forms. Applicants must have a Google account to submit. It is advised to prepare the responses to the questions below and prepare submission items *before* filling out the form.

1. Introduce yourself and your team. Why are you interested in installing a mural for the City of Covina? What makes your work stand out? *(3,000-character limit)*
2. Are you based in the San Gabriel Valley or greater Los Angeles County? If not, what inspires you to work in this region? *(1,000-character limit)*
3. Do you have experience working with government agencies (e.g., County, City)? Please describe. *(1,000-character maximum)*
4. Do you have experience working with disadvantaged groups or tribal nations? Please describe. *(1,500-character maximum)*
5. Please confirm you have or plan to have the appropriate insurance requirements if selected to proceed with this task.

The answer must be yes.

6. If not selected for this specific project, are you interested in being added to the City's pre-approved list for future art-related projects?

Yes or no

2. Samples of Past Projects

Upload a minimum of three and a maximum of ten samples of past projects. If you have experience working with students, non-profits, tribal nations, or similar, please make sure to include it. Include a brief description of each mural: Location, title, time to complete, purpose, etc.

3. Current Rates

Provide a rate sheet(s) showing the current standard rates per square foot for work. Include low detail, medium detail, and high detail rates. Include samples of low, medium, and high in your rate schedule. Low, Medium, and High may also be included as ranges. (example \$X-Y per square foot) and include an explanation justifying the range. Rates must include travel.

4. References

Please provide the names, titles, phone numbers, and email addresses of **two (2) references** with whom you have performed commissioned work in the past.

5. *Optional:* An initial inspiration board for the mural concept is welcome but not required.

6. How to Submit

Access the Call for Muralists Google Form at the following link:

<https://forms.gle/1jR4is1Qv19fHQZq8>

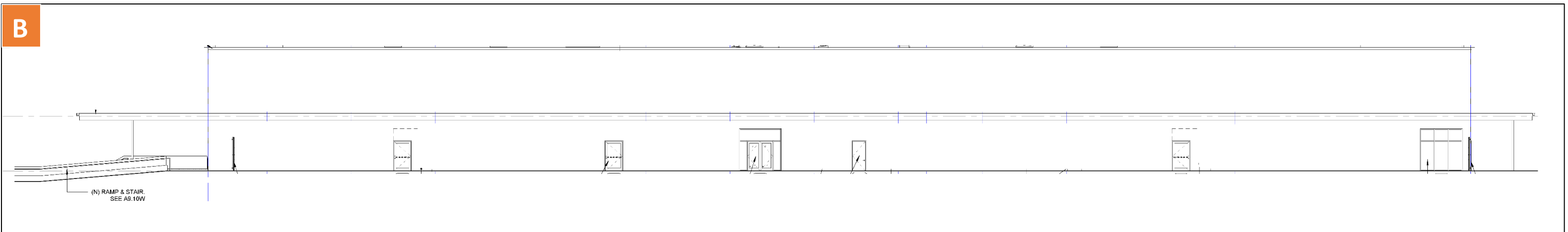
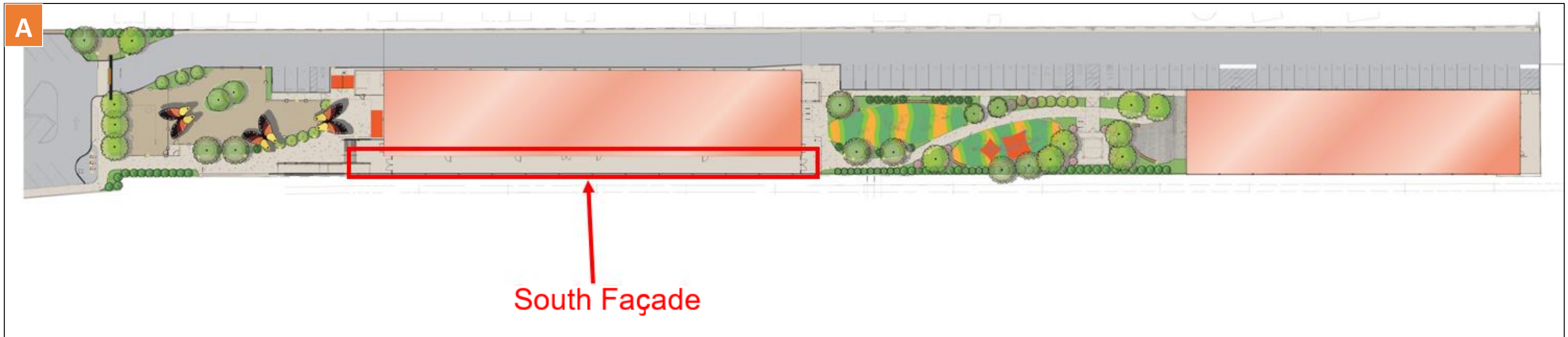
If you are having technical issues with the form, please contact dchadwick@covinaca.gov to arrange a submission alternative (must contact Covina personnel **as soon as possible**, and no later than May 14, 2026)

Attachment A

Exhibit 5

Image A is the overhead view of the site plan for the entire Recreation Village property. The South Façade is shown in a red box.

Image B is the view of the West Building's South Façade, facing north.



Attachment B

**AGREEMENT BETWEEN THE CITY OF COVINA AND [ARTIST]
FOR THE CREATION, SALE, AND ASSIGNMENT OF ALL
RIGHTS IN MURAL COMMISSIONED BY THE CITY OF COVINA**

THIS AGREEMENT is made and effective as of [DATE] between the City of Covina (“City”) and AQMNI LLC, a California Limited Liability Company (“Artist”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on [DATE], and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than [DATE] unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

Artist shall design, create, paint and install a hand-painted mural [LOCATION] as specifically described in Exhibit A, Scope of Work, and, further, shall perform the services and tasks described and set forth in Exhibit A (the “Mural”). Artist shall complete the Mural according to the schedule of performance which is also set forth in Exhibit A. Exhibit A is attached hereto and incorporated herein as though set forth in full.

3. Performance

Artist shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Artist shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Artist hereunder in meeting its obligations under this Agreement.

4. Payment

- A. The City agrees to pay the Artist the sum of [AMOUNT] for the work described herein.
- B. Artist shall be paid as follows: (1) 50% upon approval of the design of the Mural by the City Manager; and (2) 50% upon acceptance of the Mural by the City.
- C. Artist shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the appropriate City authority.

5. Suspension or Termination of Agreement Without Cause

- A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Artist at least ten (10) days prior written notice. Upon receipt of said notice, the Artist shall immediately cease all work under this Agreement, unless the notice provides

otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Artist the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City.

6. Default of Artist

- A. The Artist's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Artist is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Artist for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Artist. If such failure by the Artist to make progress in the performance of work hereunder arises out of causes beyond the Artist's control, and without fault or negligence of the Artist, it shall not be considered a default.
- B. If the City Manager or his delegate determines that the Artist is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Artist with written notice of the default. The Artist shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Artist fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. Maintenance of Documents

Artist shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Artist shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Artist shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

8. Transfer of Rights of Reproduction.

Artist hereby transfers all rights of reproduction, as that term is defined in California Civil Code Section 982, in the Mural, including but not limited to the right to claim statutory copyright in the Mural and the right to reproduce the Mural in any manner whatsoever for commercial and

non-commercial purposes. Hereinafter, ARTIST shall not acquire or claim any rights in or to the Mural, any uses, reproductions or derivatives thereof or any proceeds therefrom.

9. Waiver of Moral Rights.

Artist hereby waives, releases and disclaims any rights, demands or claims as may arise at any time and under any circumstances against City or its officers, employees, agents, successors and assigns arising 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 any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. Section 106A, California Civil Code Section 987 *et seq.*, or any other type of moral right protecting the integrity of a work of art. Artist acknowledges and agrees that City, in its sole and exclusive discretion, may, among other acts, temporarily or permanently modify, alter, change or destroy the Mural.

10. Copyrights.

Artist hereby irrevocably assigns exclusively to City, and its successors and assigns, all right, title and interest in the copyright in the Mural, and all extensions and renewals thereof in the United States and in all foreign countries. Artist hereby waives all moral rights relating to each of the Mural including, but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. From time to time upon City's request, Artist shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as City may request. City and its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for the Mural.

11. City's Sole and Exclusive Ownership Rights.

- A. Artist shall not retain ownership of or any right, title or interest in any of the Mural, including, but not limited to, in any related trademarks, copyrights, or other proprietary rights. The parties agree that the Mural and all such rights, title and interest in or to the Mural belong to and are being sold and assigned in their entirety to City for whatever use it desires, and that City does and shall at all times own, solely and exclusively, complete and unencumbered, all right, title and interest in and to all of the Mural worldwide, any modifications thereto and any derivative Mural based thereon (including, but not limited to, all patent, copyright, trademark, service mark and trade secret rights). Nothing contained herein shall be deemed to constitute a mere license or franchise in City. The parties further agree that City will be free to use, modify, distribute, sell, license or otherwise exploit such Mural and any modifications to or derivative works based thereon without any restrictions or limitations or any obligations or payments to Artist and that Artist shall have no such rights.
- B. City hereby authorizes Artist to make, and to authorize the making of photograph reproductions of the Mural for self-promotional purposes. For purposes of this

Agreement, the following are deemed to be photograph reproductions for self-promotional purposes: photograph reproduction for use in Artist's personal portfolio or Artist's website; and reproduction for use in self-promotion mailers such as catalogues or postcards as long as such reproduction is provided to others at no cost. On any and all such reproductions, Artist shall place a copyright notice in the form and manner provided by City to protect the copyrights in the Mural under the United States copyright law. In addition, all reproductions shall contain the following credit line unless otherwise requested to the contrary in writing by City: "Commissioned by the City of Covina." Under no circumstances shall Artist use or make any photograph reproductions of the Mural for commercial purposes and any photograph reproductions used or made by Artist shall not compete with any City endeavor to sell or promote reproductions of the Mural. City has sole discretion to determine whether a photograph reproduction is utilized for self-promotional purposes or whether the reproduction competes with City's endeavors to sell or promote its reproductions in the Mural. If City determines that the photograph reproduction does not meet the terms of this Section, City shall provide written notice to Artist and Artist shall immediately cease and desist the use of the reproduction.

12. Originality of Mural.

Artist represents and warrants that (i) the Mural will be original; (ii) at the time of transfer hereunder, Artist is the sole owner of the Mural and of all rights therein including copyright, trademark and other proprietary rights therein; (iii) Artist is and will be the sole creator of the Mural; (iv) Artist has and will have full and sufficient right to assign all rights granted herein and to waive all rights relinquished herein;(v) Artist is not under any obligation to transfer or sell either of the Mural to any third party; (vi) the Mural has not been and will not be published under circumstances which have or will cause a loss of any copyright, trademark or other proprietary rights therein; and (vii) the Mural does not and will not infringe any patent, copyright, trademark or other proprietary rights, privacy rights or other rights of any third party, nor has any claim (whether or not embodied in a legal action, past or present) of such infringement been threatened or asserted, nor is such a claim pending, against Artist (or, insofar as Artist is aware, against any entity from which Artist has obtained any rights).

13. Maintenance and Warranty of Mural.

- A. Artist shall provide City with a description of a recommended routine maintenance program for the Mural.
- B. Artist hereby warrants that the Mural will be free of defects in workmanship (due to faulty design or fabrication), materials and finish, including inherent vice, and that the Artist will, at the Artist's own expense, remedy, repair or replace any such defects in workmanship, materials and finish, including inherent vice, and if necessary, replace the Mural, which appear within a period of five (5) years of the date the Mural is completed. "Inherent Vice" shall mean a quality within the material or materials which comprise the Mural which, either alone or in combination, results in the tendency of the Mural to deteriorate.

14. Indemnification.

Artist shall defend (with attorneys acceptable to the City), hold harmless and indemnify the City, and its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees") with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Artist or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Artist shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Artist's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

15. Insurance Requirements.

A. Artist shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Artist owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Artist has no employees while performing under this Agreement, worker's compensation insurance is not required, but Artist shall execute a declaration that it has no employees.

2) Minimum Limits of Insurance. Artist shall maintain limits no less than:

- a) General Liability: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- b) Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - c) Worker's Compensation as required by the State of California; Employer's Liability: Two Million Dollars (\$2,000,000) per accident for bodily injury or disease.
- 3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

B. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City and its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Artist; products and completed operations of the Artist; premises owned, occupied or used by the Artist; or automobiles owned, leased, hired or borrowed by the Artist. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 2) For any claims related to this project, the Artist's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the Artist's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 4) The Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.
- 6) Within one (1) business day following receipt by Artist of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Artist shall notify City of such action or proposed action.

- C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.
- D. Verification of Coverage. Artist shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Artist's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provide for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this Section.

16. Independent Contractor

- A. Artist is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Artist shall at all times be under Artist's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Artist or any of Artist's officers, employees, or agents except as set forth in this Agreement. Artist shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Artist shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Artist in connection with the performance of this Agreement. Except for the fees paid to Artist as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Artist for performing services hereunder for City. City shall not be liable for compensation or indemnification to Artist for injury or sickness arising out of performing services hereunder.

17. Legal Responsibilities

The Artist shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement, including, without limitation, all safety regulations governing the use of equipment required to paint the Mural. The Artist shall at all times observe and comply with all such ordinances, laws and regulations, including, without limitation, all safety regulations governing the use of equipment required to paint the Mural. The City, and its officers

- 1) The City and Artist understand and agree that the laws of the State of California, except as provided in this Agreement, shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.
 - 2) Any litigation concerning this Agreement shall take place in the superior court or federal district court with geographic jurisdiction over the City of Covina.
- D. Prohibited Interest. No officer, or employee of the City of Covina who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Artist, or Artist's sub-contractors, during his/her tenure or for one year thereafter. The Artist hereby warrants and represents to the City that no officer or employee of the City Council or City of Covina has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Artist or Artist's sub-subcontractors on the mural. Artist further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.
- E. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
- F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.
- G. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- H. No Third Party Beneficiaries. City shall not be obligated or liable under this Agreement to any party other than Artist.
- I. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors in interest and assigns of the parties hereto.
- J. Survival of Certain Provisions. The provisions of Sections 8, 9, 10, 11, 12, 13 and 14 shall survive the expiration or earlier termination of this Agreement.

K. Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Artist warrants and represents that he or she has the authority to execute this Agreement on behalf of the Artist and has the authority to bind Artist to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF COVINA

Chris Marcarello, City Manager

ATTEST:

Fabian Velez, Chief Deputy City Clerk

APPROVED AS TO FORM

Kevin G. Ennis, City Attorney

ARTIST

Name: _____