

Street Wise Mural Series

2023 Community Project Grant - Organization Applicants

Street Wise Arts

Ms. Leah Brenner Clack
2808 Elm Ave.
Boulder, CO 80305

O: 720-352-8194

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Boulder, CO 80305

hello@streetwisearts.org
O: 720-352-8194

Application Form

Grant information and confirmation

Si prefiere leer esta información en español, por favor haga clic aquí. Se puede responder a la solicitud en español. Un miembro del personal de la Oficina de Artes y Cultura traducirá sus respuestas para que sean revisadas.

For this application in other languages please contact the Office of Arts + Culture Program Manager Lauren Click at clickl@boulder.colorado.gov.

DESCRIPTION: Community Project Grants encourage innovation and exploration in order to achieve progress on the Community Priorities from Boulder's Community Cultural Plan.

PURPOSE: The Community Cultural Plan identifies a set of "Community Priorities" derived directly from the hopes and aspirations of Boulder's residents:

- Support the resiliency and sustainability of cultural organizations to enhance their ability to benefit the community.
- Create a supportive environment for artists and creative professionals, while fostering innovative thinking and leadership among them.
- Prioritize the civic dialogue about the ability of culture to positively contribute to the economy, social offerings, the environment, and the authentic expression of diversity.
- Develop Boulder's creative identity in becoming an innovative world leader in cultural matters and projects that identity to the region and the world.
- Focus on the expression of culture and creativity in the public realm through public art, the urban landscape, culture in the neighborhoods, and serendipitous encounters with the arts.
- Amplify the vibrancy of Boulder's cultural destinations: the lively mix of museums, performance venues, events, districts, studios, maker spaces, and other facilities that make Boulder an enticing place to visit, live, play, and work. Fill in the gaps and address issues of access and affordability.

These complex issues are the most important initiatives we can work on as a cultural community in the coming years. The purpose of the Community Projects Grant is to encourage innovation and exploration in order to achieve progress on these Community Priorities.

Awards: Organizations \$60,000 @ maximum \$10,000 each

Details: The award amount of \$10,000 for organizations is the maximum grant offered. Smaller requests will be accepted.

Cycle: Annual

TIMELINE

- Wednesday, February 15 at 11:59 p.m. – Deadline for applications
- February 15 to 22 – Review by staff for eligibility and revision by applicants if necessary
- February 22 to March 8 – Preliminary review and score by panel (15 days)

- March 8 to 15 – Score processing by staff
- March 15 – Preliminary scores and comments sent to applicants via email
- March 15 to March 22 – Applicants prepare and send written responses to the panel’s questions. The written response should be emailed to Lauren Click at clickl@bouldercolorado.gov by Wednesday, March 22, 2023, at 11:59pm.
- March 22 to 29 – Response processing by staff
- March 29 – Responses sent to panel
- March 29 to April 12 – Final review and score by panel (15 days)
- April 12 to 21 – Processing of final scores
- April 21 – Final scores sent to applicants via email
- April 26 – Arts Commission meeting. Discussion and final decisions on grants

ELIGIBILITY REQUIREMENTS

- **General eligibility.** Meets all <http://boulderarts.org/wp-content/uploads/2016/09/General-Eligibility-Requirements-only.pdf><http://boulderarts.org/wp-content/uploads/2016/09/General-Eligibility-Requirements-only.pdf> [general eligibility requirements](#).
- **Open to all.** Anyone may apply once the [general eligibility requirements](#) are met, including individuals, artists, non-profit organizations, organizations with pending non-profit status, fiscally sponsored organizations and for-profit organizations with a community focus.
- **Service area and programming.** Projects must have a significant component of public programming that takes place within the city limits of Boulder. This programming must meet the criteria described in the [Chapter 14-1-2 of the City of Boulder Revised Code](#). For organizations, the applicant must demonstrate that they are headquartered in the city limits of Boulder. For individuals, the applicant must demonstrate that they reside at a permanent household address in the city limits of Boulder. Applicants may also demonstrate that they are partnered with a Boulder-based artist or organization. Examples of documentation to demonstrate being headquartered or residing in Boulder may include a utility bill, phone bill, pay stub, renter’s or mortgage bill, lease, insurance policy, or other official document. P.O. Boxes are not acceptable. The term “city limits of Boulder” is defined in the Boulder Valley Comprehensive Plan. For additional information on the planning area and Comprehensive Plan [visit this link](#). As a shorthand, office staff use addresses with the zip code starting with 803— to determine if it is in the acceptable area.
- Projects must take place after the grant funding decision and be completed by June 30, 2024.

MORE INFORMATION

2023 Grant Application Schedule
 2023 Scoring System
 General Eligibility Requirements
 General Grant Guidelines & Process
 Grant FAQs

REVIEW PROCESS

- **Deliberation.** Applications are reviewed by the Boulder Arts Commission grants panel. Final funding decisions are made at public Boulder Arts Commission meetings. See schedule.
- **Evaluation criteria.**

- o Community priorities (Maximum 8 points)
- o Cultural offerings (Maximum 8 points)
- o Cultural equity (Maximum 8 points)
- o Proposed outcomes and evaluation strategy (Maximum 8 points)
- o Encouragement points (Maximum 4 points)
- The complete scoring system and rubric for the Community Project Grants can be found here.

GRANT AWARDS

- **Notifications and dispersal of funds.** Staff notifies all applicants if their Application has been successful and begins the process of securing supporting information and issuing payment for successful applicants. Grantees must contact the grant coordinator to arrange for payment. Checks are sent by mail or electronically to bank accounts designated by the applicant.
- **Communications.** All official communications and notifications will be made to the named individual applicant or person designated as the organization contact. It is this person's responsibility to communicate Boulder Arts Commission requirements of the grant award to collaborators or other participants. This includes, but is not limited to, requirements for compliance with grant agreements, identifying Boulder Arts Commission sponsorship on publicity materials, and reporting.
- **Implementation.** Grantees shall implement programs / projects as outlined in the grant application. Any change to the project, venue, Grantee address, schedule, or staff / team members must be reported to culturegrants@bouldercolorado.gov.
- **Award amount.** The Boulder Arts Commission reserves the right to adjust the amount of a grant award offered to an Applicant.
- **PERA impacts.** Retirees affiliated with the Colorado Public Employees Retirement Association (PERA) will be impacted by a withholding requirement enacted by the Colorado State Legislature if awarded an arts grant. Details are available on the PERA website. See "Disclosure of Compensation."
- **Vendor forms.** Grantees must submit a City of Boulder vendor form and current IRS W-9 form in order to receive the grant award. The W-9 must be in the same name as the Grantee named on the grant application. Individual Grantees must also submit a Determination of Independent Contractor / Employee Status for Payment document and copy of their Driver's License. Applicants will receive the appropriate forms from payments@bouldercolorado.gov. Failure to supply a proper W-9 may invalidate the grant award.
- **IRS taxation.** Grant awards are non-transferable, taxable and are reported to the federal government.
- **Agreement.** When a grant award is made by the Boulder Arts Commission, the successful Applicant will be contacted by staff to sign a Grant Letter of Agreement. In that agreement, the Grantee will indicate the completion date of the project and the date a grant report will be submitted.
- **Issuance of funding checks.** Once the agreement is signed, staff of the Office of Arts and Culture will submit it to City Finance along with the invoice. Funds/checks are delivered within the next three weeks. Grants are initially funded at 80 percent of the grant amount awarded. The remaining 20 percent of the grant awarded is paid out upon receipt and Boulder Arts Commission approval of the grant report. Failure to submit a final grant report will result in ineligibility to apply for future grants.
- **Acknowledgment of Boulder Arts Commission funding.** All publicity for Boulder Arts Commission-funded projects must include the following credit line: *This project is funded (or funded in part) by a grant from*

the Boulder Arts Commission, an agency of the Boulder City Council. In lieu of the credit line, the Boulder Arts Commission Logo may be used. The Grantee must sign a release form and submit photographs and/or videos of the project that the Office and Arts and Culture may use on its website, social media, printed materials or for any other publicity purpose.

- **Thanking City Council.** It is suggested that all grant recipients write the Boulder City Council members to thank them for supporting the Boulder Arts Commission and the Office of Arts and Culture. Please let them know how this grant will be used, and the difference it will make to your organization. Please also invite them to attend your events and programs. Visit the City Council website page to find out more about contacting City Council members.

REQUIRED REPORTING

- **Timeframe for reporting.** The grant report is due one month after the project is completed.
- **Method.** Submit the report through the online system access through the boulderarts.org website. Log in with the same user name and password utilized to submit the application. After logging in, go to the 'Dashboard', then you'll see a 'Follow Up' section for the grant. On the far right is the 'Edit' button. That will take you to complete the final report.
- **Extension requests for reporting.** If circumstances delay the Grantee's ability to complete the project and/or the report, the Grantee must notify the Boulder Arts Commission before the original report deadline by submitting an email addressed to the Boulder Arts Commission at culturegrants@bouldercolorado.gov with the following information:
 - an update on the project status,
 - a request to change the project completion date, and
 - new report due date.
- **Responsibility.** The Grantee is responsible for submitting a report by the due date. The Boulder Arts Commission recommends reviewing the online report form well in advance. There is no grace period for the report.
- **Consequence of Delinquent Report.** Unless an extension request is approved by the Boulder Arts Commission in advance of the due date, all individuals or organizations / businesses attached as collaborators on the project will no longer be eligible to apply for Boulder Arts Commission grants until the delinquent report has been received.

Certification*

I certify that I have read the above information and that this project meets the Boulder Arts Commission's eligibility requirements and, if a funding award is made, will continue to comply with the Boulder Arts Commission's requirements and meet with guidelines for high artistic quality, community impact, inclusiveness, funding acknowledgment and reporting.

I certify

Applicant information

Discipline*

Select your discipline. If multi-discipline, please check all that apply.

Visual arts and crafts

Dance

Time-based media, film/video, digital art, and web-based art

Festivals, exhibitions, and art in public places

History and heritage

Tax status*

Cultural organizations/businesses are eligible. Nonprofit status is not required for this category.

Nonprofit

Date established*

Add the date your organization was established. If not applicable write N/A.

2016

Mission statement*

If not applicable write N/A.

Street Wise Arts is a 501c3 nonprofit arts organization based in Boulder, CO. Our mission is to create mural projects, community events and youth education programs that enhance the community, amplify cultural diversity and engage people in social advocacy, justice and dialogue. Our core values are advocating for equity and representation for artists, cross sector community collaborations and contributing to a diverse cultural landscape.

Annual budget

If applying as an organization.

\$135,000.00

Geographic area served*

If not applicable write N/A.

City of Boulder and surrounding counties

For individuals: organizational affiliation

Even if an organizational affiliation is stated, awards will be made to the individual whose account is associated with this application. If no organization affiliated, please state 'none'.

Number of full time employees*

If not applicable write 0.

1

Number of part time employees*

If not applicable write 0.

2

Number of volunteers*

If not applicable write 0.

16

Project information

Project title*

Street Wise Mural Series

Amount requested*

The maximum award amount offered is \$10,000 for organizations. Smaller requests will be accepted.

\$10,000.00

Project summary*

Provide a brief overview of the project.

The Street Wise Mural Series builds on the foundation of our Mural Festival and our Community Projects. The Street Wise Mural Series will consist of 3 - 4 mural pop up events over the next 16 months that provide accessible, free and safe ways for all ages to experience diverse art experiences. In addition to the murals and art installations, the series will include dance performance, music, augmented reality, projection mapping and other arts collaborations to expand the story telling, viewer experience and overall community impact.

The first event in the 2023 Mural Series will be based around a mural with “Diversify our Narrative” and Artist Yaz Atmore. DON is an international, student-led organization that promotes equitable curriculums and anti-racism in schools. Beyond that, DON works with communities to uplift BIPOC stories, educate about diversity, and organize opportunities to advocate for equality. For this mural we’re engaging This event will include an additional 2-3 walls for murals that would be a potential student opportunity for the CAAAS community at CU, or other BIPOC artists in the community, celebrating Afro-futurism or other related theme of the artist's choice.

The details of parts 2 and 3 are TBD.

Project calendar*

Projects must take place after the grant deadline and be completed by June 30, 2024.

Spring 2023- TBD sourcing walls and fundraising

Early Summer 2023- TBD Mural Series 1 installation

Fall 2023- TBD Mural Series 2 installation

Winter 2023- TBD Program review and indoor activations/collaborations

Spring 2024- TBD Mural Series 3 installation

Project location*

Where do your projects take place?

Mural Locations are TBD but we have identified the following areas within the City of Boulder of priority and interest: The Hill & CU Adjacent properties East Boulder South Boulder Downtown Boulder

Collaboration*

Describe your and/or your organization's most significant interactions with other organizations and efforts. If this is a solo project with no partners beyond the applicant, respond with "None."

Street Wise Arts prioritizes collaboration for successful projects. The 2023 Mural Series will follow in the footsteps of our festival and community partnerships to include:

- Diversify Our Narrative
- The Center for African and African American Studies
- NAACP
- Downtown Boulder Partnership
- The Hill Partnership
- The Dairy Arts Center / Creative Nations Collective
- Denver Digerati
- Mary Wohl Haan's 4x4 Dance Project
- Waveform.exp
- Deep Space Drive In

Art in Public Places

By checking this box, I consider this project to include an art in public places component (for example, a public sculpture, mural, projection, or performance in the public realm). I have contacted publicart@bouldercolorado.gov and received feedback from staff which inform my understanding of project review, permitting, and timing considerations.

I confirm

Project completion date*

This is the last day of any public event related to the project. Project must be completed by June 30, 2024.

06/30/2023

Date grant report is due*

One month after the project completion date.

07/31/2023

Panel evaluation

Bulleted responses are encouraged in these sections.

Community Priorities. The City of Boulder’s Community Cultural Plan is a visioning and strategic document that describes how the people of Boulder will align efforts, with the support of the municipal government, to achieve our collective vision: *Together, we will craft Boulder’s social, physical, and cultural environment to include creativity as an essential ingredient for the wellbeing, prosperity, and joy of everyone in the community.* The Community Priorities are six points that summarize the community’s most common responses in answer to the question, “What is your vision for Boulder’s culture and creative economy?” Reference: Cultural Plan and Community Priorities.

Community Priorities*

Examples of ways to demonstrate impact on the Community Priorities may include descriptions of how your project or organization:

- Supports artists and creative professionals by providing professional development programming.
- Contributes to Boulder’s creative identity and creates a vibrant cultural destination through high artistic merit and excellence in the practice of a medium or discipline.
- Engages the community in civic dialogue about the arts through interactive outreach in the neighborhoods.
- Adds creativity in the public realm by engaging underserved populations in art making for their community.

In what way will this project contribute to one or several of the Community Priorities described in the Community Cultural Plan? Does the project contribute to one priority thoroughly?

*Supports artists by providing public art opportunities that have historically proven to be a launching pad for professional growth and visibility (supporting artists)

*Installed over 135 murals since 2016, prioritizing BIPOC, emerging and LGBTQ+ and Womxn artists to enhance the equitable representation of culture and identity within public art. (Cultural Destination, Creativity in the Public Realm)

*Street Wise Arts has been recognized as “Nonprofit of the Year” by the Downtown Boulder Partnership, showing our murals elevating Boulder as a cultural and tourist destination. (contributes to Boulder’s creative identity)

*Prioritizes the equitable access to mural opportunities for artists, while ensuring high artistic merit and quality. Provide artists support through community connections, artist stipends, materials, marketing and one on one mentoring (Supporting artists)

*Prioritizes the civic dialogue and conversations around important current social and justice movements through public art and storytelling, as well as hosting discussion panels about the current Art & Activism movements (Civic Dialogue to positively contribute to diversity/culture)

Cultural offerings*

In what way does your project fill a gap in the variety of cultural offerings in Boulder? What is exciting or new about your project?

*Street Wise Arts is reimagining our mural program and creating a vision for public art that expands past a festival model. The Mural Series will focus on concentrated activations that highlight a small group of artists in one central location, painting across a central social theme. The Mural Series will retain all the most important features of the festival and community projects and will expand the access and activations throughout the year instead of during just one week of the year. This will also allow more flexibility to collaborate in a more robust way with other arts organizations and community groups.

*The Street Wise Mural Series is a launchpad for artists and a model for intersection of Art & Activism. We prioritize representation for BIPOC, emerging, and LGBTQIA+ artists in each program. We are leading by example for how Arts and Culture can center diversity and social justice through community public art programs.

*The Street Wise Mural series will continue to integrate creative technologies of augmented reality, projection mapping and other digital media into our projects, staying current with arts trends and progression in the arts.

Cultural equity*

Among the goals of the Boulder Arts Commission is to encourage the equitable, fair, and just distribution of funds in support of the community. This includes providing support to applicants whose organizational leadership or audience represent groups who are typically underrepresented, i.e. culturally diverse groups, organizations focused on age diversity, etc.) Describe how your project does or does not fulfill one or several of these categories. Describe how your project will address affordability, availability, accessibility, accommodation, and acceptability to diverse groups. For reference, please review the Boulder Arts Commission and Americans for the Arts Statements on Cultural Equity.

References:

Boulder Arts Commission Statement on Cultural Equity

Americans for the Arts Statement on Cultural Equity

Our goal is to amplify diversity and encouraging dialogue around social justice and community resilience through the installation of public art murals & event programming. Bridging Art and Activism is a powerful way to represent the challenges we face in today's society and be a lens through which we examine and appreciate our diversity as humans.

The Mural Series provides a platform for diverse representation. Artist demographics in 2022 include of 71% BIPOC artists, 52% female identifying and 28% LGBTQIA+. We are committed to implementing an equitable arts policy in how we support artists and how we nurture accessible, thriving venues for expression and the fair distribution of programmatic resources.

The mural series is free and accessible. In 2022 we added accessibility enhancements to those that are differently abled, including ASL interpretation for our panel discussions, providing audio in addition to visual layers through AR that are accessible through a personal electronic device. Any supporting workshops or programming will be offered free or on a sliding scale to include those with less monetary resources. We will actively invite requests for alternative forms of access from the differently abled community.

Proposed outcomes and evaluation strategy*

Describe your evaluation strategy for this project and how you will collect data. Please also include your goals for this project and how the benefit to the community will be measured.

Goal: Develop new partnerships with organizations who work for positive contributions to racial, economic & climate issues

Benchmark/Indicator: 1. Increased engagement in partner missions 2. Increased support for partner organizations 3. Increased demand for partnerships

Measurement: 1. Data: number of new partnerships. 2. Data: partner contributions or service support

Goal: Contribute to the diverse expression of culture / platform for historically underrepresented artists

Benchmark/Indicators: 1. Sustaining or increasing the % of BIPOC, Womxn, LGBTQIA+ artists participating. 2. BIPOC artists receive more opportunities for work and recognition.

Measurement: 1. Data- number of artists hired. 2. Survey (qualitative) 3. Artist interviews (sampling, qualitative)

Goal: Engage community in dialogue- public art & social activism

Benchmark/Indicator: 1. Increased participation/attendance 2. increased listening & openness to other viewpoints.

Measurement: 1. Data: registration/attendance 2. Metrics from QR codes/AR Scans on murals/websites 3. Survey responses from attendees

Additional Questions

Encouragement Points

Among the goals of the Boulder Arts Commission is to encourage the equitable, fair, and just distribution of funds in support of the arts community. Panel members use these “extra points” to balance the scoring, emphasizing applications which tend to score lower in standard categories or historically are underrepresented in grantmaking. Commissioners will be looking for these elements in your responses above.

Examples include:

- First-time applicants and those who have never been awarded a grant.
- Youth applicants who are applying with the help of a mentor of legal age.
- Have the potential to support community and participatory culture and non-professional artmaking.
- Applicants for whom English is not their first language.

- Non-western European art forms or other forms of culture that have typically been disadvantaged by the systems and traditions of grantmaking.
- Elements of the application that the panel member determines will significantly advance stated priorities of the Arts Commission, important issues in the community outside of the arts, or other impacts that are not expressed in the other scoring criteria.

Encouragement Points 1*

Please check yes if any of these are addressed in your application.

Yes

Encouragement Points 2*

Are you a first time applicant or have you not been awarded a grant before from the Commission?

No

Attachments

ATTACHMENTS

The following attachments are required. Please title your attachments according to the headings listed below.

Budget summary*

Provide a brief budget summary for this project including all revenue (monetary and in-kind contributions, including this grant) and expenses. Please title the attachment "Budget summary". Permitted file types: xl, xlsx, pdf.

Street Wise Mural Series BUDGET 23-24.xlsx - Budget.pdf

Venue confirmation letter*

Attach confirmation from the hosting venue that the project is approved and scheduled. Please title the attachment "Venue confirmation letter". Permitted file types: doc, docx, pdf

Tebo BAC Street Wise Mural Series Letter of Support Template 2023.pdf

Service area confirmation*

Attach confirmation to demonstrate that you are headquartered Boulder, reside in Boulder, or are partnered with a Boulder-based artist or organization. Examples of documentation to demonstrate being headquartered in Boulder may include a utility bill, phone bill, pay stub, renter's or mortgage bill, lease, insurance policy, or other official document. P.O. Boxes are not acceptable.

227 Street Wise Arts 02.07.23_.docx.pdf

Partner/Collaborator List

Provide a list of each individual / organization that has a significant coordinating role in this project. Please title the attachment, "Collaborator list". Include their name, contact information, and role. Permitted file types: doc, docx, pdf.

Mural Series 2023 Partner Collaborator List (1).pdf

Letters of support

Attach any letters of support that will be useful in understanding community involvement and enthusiasm for the project. This is optional. Please title the file, "Letters of support". Permitted file types: doc, docx, pdf

Mural Series 2023 Letters of Support all3.pdf

Other support materials

Attach any documents that will help the jury fully understand the project, including videos and other materials that may help the commission evaluate artistic quality. This is optional. Please title the file, "Support materials".

Permitted file types: doc, docx, xl, xlsx, pdf

Street Wise Mural Series Packet 2023 xs.pdf

Submission and signature

Application on the website (optional)

I certify that, if funding is awarded, my application may be presented on the boulderarts.org website. The Office of Arts and Culture staff will send a copy of the document to the applicant listed for approval in advance of posting on the website.

Yes

Certification*

I certify that all information contained in this application and attachments is true and accurate. All funded activities must provide equal access and equal opportunity in employment and services and may not discriminate on the basis of disability, color, creed or religion.

I certify

Full name*

Leah Brenner Clack

Submission date*

02/15/2023

TO COMPLETE AND SUBMIT YOUR APPLICATION

All required fields must be filled in with the appropriate information and/or attachments. Click on the "Submit Application" button and an email notification that your application has been received will be sent. If you do not receive a confirmation email, please notify staff immediately. Note that once the application is submitted, it cannot be revised or added to. Please make certain that you have included all information and attachments prior to submitting.

File Attachment Summary

Applicant File Uploads

- Street Wise Mural Series BUDGET 23-24.xlsx - Budget.pdf
- Tebo BAC Street Wise Mural Series Letter of Support Template 2023.pdf
- 227 Street Wise Arts 02.07.23_.docx.pdf
- Mural Series 2023 Partner Collaborator List (1).pdf
- Mural Series 2023 Letters of Support all3.pdf
- Street Wise Mural Series Packet 2023 xs.pdf

Street Wise Arts
Mural Series BUDGET 2023

Revenue		Budget
Cash on hand GOS funds	Secured	\$6,000
Event revenue	Pending	\$2,500
Grants		
Boulder Arts Commission	Pending	\$10,000
CVB Arts Events Grant	Pending	\$10,000
Corporate Sponsorships	Pending	\$15,000
Individual Donations	Pending	\$2,500
In Kind		
paint & materials	Guiry's paint discounts	\$1,000
hospitality	food gift certificates (mtn sun and know thai)	\$1,500
volunteer hours	75 hours of volunteer time from 20 volunteers	\$1,125
Total In Kind		\$3,625
Total Revenue		\$49,625
Expenditures		
Administration	Program Manager administration	\$6,000
Volunteers	in kind	\$1,125
Mural Artists stipends	10-15 murals over 16 months	\$22,500
Digital Artist stipends	augmented reality and digital art works	\$1,500
Artist event stipends	live painters, musicians, event artists	\$2,500
Projection Mapping artists	Artist fees @ \$500/event)	\$1,500
Equipment rental	tech and equip rental for events	\$1,000
Videography	documentation, Artist interview series for storytelling/AR	\$2,000
Photography	documentation of process/events/final murals	\$1,000
Equipment rental	Lifts/scaffolding rental	\$1,800
Paint & Supplies	for mural artists	\$2,500
Event Contractors	accessibility contractors, wall prep/sealing, construction	\$2,000
Advertising & Marketing	signage, advertising & design services	\$1,500
Hospitality for artists		\$1,500
Event merch	shirts, stickers, bags	\$700
Contingency funds		\$500
Total Expenditures		\$49,625
Balance		\$0

15 February 2023

Dear Boulder Arts Commissioners,

My name is Shane Tebo and I am the leasing agent for Tebo Properties.

In 2022 Tebo Properties provided Street Wise Arts a headquarters location and a mural wall for their mural festival. We appreciate the contribution to arts and culture that Street Wise Arts has made and continues to make.

Tebo Properties is open to supporting Street Wise Arts again as part of the 2023 Mural Series with potential wall sites or event sites as they are available. At this time, no specific walls have been identified but we are still providing Headquarters space for Street Wise at 1909 Broadway #100 in Boulder.

Street Wise Arts provides unique and impactful creative events that contribute to the diverse creative landscape in Boulder and beyond. We hope that you will choose to support Street Wise Arts Mural Series in 2023 with full funding for their project grant application.

Sincerely,

Shane Tebo
Leasing
Tebo Properties
shane@teboproperties.com / 303-447-8326

***THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD CONSULT
LEGAL COUNSEL BEFORE SIGNING.***

**COMMERCIAL LEASE
(Gross)**

This Commercial Lease (the “**Lease**”) is made on this 7th day of February 2023 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the “**Additional Rent**”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** West End Investments LLC a Colorado limited liability company (the “**Landlord**”).
2. **Tenant:** Street Wise Arts a Colorado Non-profit organization (the “**Tenant**”).
3. **Premises:** Landlord is the owner of certain real estate legally described as 1035 Pearl Street, Suite 227 Boulder, CO 80302 (the “**Property**”). Landlord hereby leases and demises to Tenant the following described portion of the Property: a portion of the Property as highlighted on the map of the premises attached hereto as Exhibit A and incorporated herein and a non-exclusive right to use of common bathrooms and common amenities within the Property.
4. **Term:** Landlord Leases the Premises to Tenant on a month-to-month basis beginning at twelve o’clock noon on the 7th day of February 2023 (the “**Term**”). Subject to Tenant’s performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** Rental for each month shall be \$700.00, or such prorated portion for any partial month, due and payable in advance to Landlord on the first day of each calendar month for that month’s rental before twelve o’clock noon, without notice (the “**Rent**”). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent as show in Exhibit B, shall be mailed, or delivered via ACH or EFT to Landlord at the following address: 1035 Pearl Street, Suite 205, Boulder, CO 80302. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Landlord shall have the right to increase the Rent under this Lease from time to time hereafter.
 - a. **Abatement of Rent:** Provided that Tenant shall not then be in default of any of Tenant's obligations under this Lease (following notice thereof) during the Term, Monthly Base Rent shall be abated to the sum of \$100.00 per month for the duration of the Term (Starting February 7th, 2023) Tenant shall be responsible for Miscellaneous Costs/Additional Rent contained herein during the period of abatement.
6. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of \$100.00 as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the “**Security Deposit**”).
7. **Use:** The Premises shall be used for offices of Tenant, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

8. Utilities/Additional Rent: Landlord shall provide gas, electric, water and internet service to the Premises. Tenant shall pay for additional internet and phone services, including static IP and VoIP services, if the services provided to the building by Landlord do not meet Tenant's needs.

9. Late Payments: If any Rent, Additional Rent, or other payment is received later than 5 days after the date when due, the parties agree that Additional Rent in the amount of ten percent (10%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

PREMISES

10. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property and has conducted or had the opportunity to conduct (and elected not to), an inspection of the Premises and the Property. Notwithstanding anything contained herein or elsewhere, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. The Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

11. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 7 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant. In the case that the City of Boulder land use or zoning does not allow continued occupancy at anytime, Landlord may terminate this Lease upon notice to Tenant. Past rental payments will not be refunded.

b. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

c. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, including, without limitation, Landlord, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

d. Pets and Animals: Pets or animals shall not be permitted upon the Premises.

e. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a

neat and clean condition, so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

f. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

g. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

h. Rules and Regulations: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

12. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord; provided, however, that Landlord shall not unreasonably withhold consent and upon such assignment, the Tenant shall remain liable hereunder.

13. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence of Tenant, its guests or invitees shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

14. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions including signage/logo made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

15. Payments/Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks received late in the mail will be treated as late payments. Any ACH or EFT payment received after the 5th of the month shall be treated as a late payment. Additional bank and handling charges may also be assessed in the event of a dishonored check, returned ACH or EFT. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check, ACH or EFT with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

16. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid

Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

17. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

18. Joint and Several Obligations of Tenant: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

19. Security Deposit:

a. Security Deposit: To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. Application of Security Deposit: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, with the exclusion of normal wear and tear, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the damages or costs incurred by any default be higher than the Security Deposit being held, Tenant shall be responsible for paying the difference within 14 days of the issuance of Security Deposit disposition.

c. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

20. Landlord and Tenant Responsibilities: Landlord shall be responsible for all maintenance and repair of the exterior of Premises which is not caused by the Tenant or its guests or invitees, including but not limited to, roof, exteriors, plumbing, utility service lines, landscaping, sidewalk and paving repairs and specifically excluding any services, including plumbing and utilities inside the Premises. Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located without the prior written consent of the Landlord. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and Landlord shall complete the repair in reasonably prompt manner. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant. Tenant shall be solely responsible for any and all maintenance and repair to the interior of the Premises and shall be solely responsible for any maintenance or repair caused by the Tenant or its guests or invitees. Notwithstanding anything contained herein to the contrary, Landlord shall not be liable to Tenant for any damage or claim for which Tenant holds insurance, or for which Tenant is required to hold insurance hereunder.

21. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Improvements or Tenant Alterations including window coverings, painting, and signage/logo to the Leased Premises which shall be subject to Landlord's approval in its sole discretion. Landlord's consent shall not be unreasonably withheld with respect to proposed Tenant Alterations that (a) comply with all applicable laws; (b) are reasonably compatible with the design of the Building, and the Building Systems; (c) do not interfere with the use and occupancy of any other portion of the Building by any other tenant or invitees; (d) do not adversely affect the structural portions of the Building; (e) do not require the construction of any other improvements or alterations within the Building and outside of the Lease Premises (unless Tenant agrees to pay for such improvements).

22. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed. Tenant shall have 24/7 access to the building, via assigned access control user codes.

23. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Landlord shall provide for simple janitorial service and trash pick-up once per week.

DEFAULT, NOTICE AND REMEDIES

24. Default: If Tenant (1) is in arrears in the payment of any installment of Rent, any additional Rent, or any portion thereof without the requirement for notice or an opportunity to cure, or (2) is in violation of any other covenants or agreements set forth in the Lease and such violation remains uncorrected for a period of seven (7) days after Landlord has given written notice thereof (each a "Default"), then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

25. Re-Entry: In the event of re-entry by Landlord as a result of a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a Bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

26. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

27. Liability Indemnification: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors.

28. Fire/Casualty Insurance and Liability Insurance: Tenant shall maintain fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises. Tenant shall also insure any and all personal property of Tenant held within the Premises. In addition, Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing protection of at least \$1,000,000 combined single limit (with no deductible) against claim and liability for personal injury, bodily injury, death and property damage arising from the use, ownership, maintenance, disuse or condition of the Premises, any improvements located on or appurtenant to the Premises, improvements or adjoining areas or ways. Landlord shall be named and protected under the terms and conditions of said policy as Landlord of the Premises.

29. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

30. Waiver of Liability: Unless caused as a result of the negligence or intentional misconduct of Landlord and its agents or employees, and/or unless Landlord has failed to keep the exterior of the Premises in good repair, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) injury done or occasioned by wind, water, or other act of God; (3) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (4) broken glass; (5) the backing-up of any sewer pipe, or downspout; (6) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (7) the escape of steam, or hot water; (8) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (9) the falling of any fixtures, plaster, or stucco; (10) fire or other casualty; and (11) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

31. Third-Party Liability: Unless caused as a result of the negligence or intentional misconduct of Landlord and its agents or employees, Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Property, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Property.

32. Landlord Insurance: Landlord shall maintain and insure the Premises for property damage and general liability during the Term (but not personal property of Tenant). All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same.

33. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

34. Destruction, or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord shall repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent unless the partial damage has rendered Tenant's portion of the Premises untenable in which case Rent shall be abated as to the untenable portion. Subparagraph (d) of this Paragraph 38 shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within 60 days of the occurrence of the event rendering the Premises untenable, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 38 shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 38 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. Termination of Term: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 38, the Term hereby granted by the Lease shall cease and the Rent and additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 38. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 38, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph unless caused as a result of the negligence or intentional misconduct of Landlord and its agents or employees.

35. Termination: Either party may terminate this Lease upon no less than thirty (30) days notice to the other party.

36. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy and the rental rate shall double.

37. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections). Landlord may also enter the Premises in the event of emergency without notice. In addition, Landlord may enter the Premises at reasonable hours upon reasonable notice for the purpose of showing or re-letting to prospective new tenants.

38. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

39. Notices: All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, Colorado Forcible Entry and Unlawful Detainer statute; (ii) personally delivered, with proper proof of service; (iii) sent via email delivery; or (iv) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

40. Attorneys' Fees: In the event Tenant fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, or Landlord otherwise brings any action to enforce or defend any action related to this Lease, the Tenant shall pay any and all costs and expenses incurred by the Landlord in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

41. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

42. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended or modified only by a written instrument executed by Landlord and Tenant.

43. Captions: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

44. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

45. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

46. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment contained herein.

47. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

48. Corporate Authorization: If Tenant is a corporation, limited liability or other company, each individual executing the Lease on behalf of the corporation or company represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of Landlord's request.

49. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

50. Other Applicable Laws: Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

51. ADA Compliance: Landlord makes no representation or warranty that the Premises are ADA compliant. Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation by Tenant. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole cost and expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

52. WAIVER OF JURY TRIAL. TENANT AND LANDLORD ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

**Street Wise Arts
a Colorado Non-Profit Organization**

DocuSigned by:
By: Leah Brenner Clack
2AEC13C582EF438...
Type Name: Leah Brenner Clack

its: Executive Director

LANDLORD:

**West End Investments LLC,
a Colorado limited liability company**

DocuSigned by:
By: Molly Beylert
B77387EF8468413...
Molly Beylert

Its Manager

EXHIBIT A
MAP OF PROPERTY

Suite 227 - 76SF

That portion of the Property to be leased to the Tenant is described as Suite 227, consisting of approximately 76 square feet in the Southeast corridor of the address commonly known as 1035 Pearl Street as indicated on the layout below.



EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS

- A) **Base Rent Schedule:** \$100.00 per month. This fee includes nonexclusive use of the conference rooms, kitchen, gym, and common areas.
- B) **Miscellaneous Costs:** It is expressly understood that this is an “executive suite” type of lease, and that the landlord agrees to make available to Tenant, certain professional services and equipment. The cost of these services shall be as follows:
1. **Internet** - \$0.00 (included) for connection to the CenturyLink Fiber building network. Tenant shall pay for additional internet and phone services, including static IP and VoIP services, if the services provided to the building by Landlord do not meet Tenant’s needs. West End Plaza’s building IT manager is available to assist with set up of these services if desired, billed at their hourly rate, at the cost of the tenant.
 2. **Conference Room** – \$5.00 per hour for use of the 4th floor conference room, billed back at the end of each month.
 3. **Copies, Printing and Scan** – \$0.13 per sheet, with no monthly minimum, black & white. Fee includes standard white copy paper, ink, equipment and maintenance. Billed according to usage via assigned user code at the end of the month.
 4. **Parking** – (additional, optional) Tenant shall have the option to lease parking permits to City of Boulder Parking Garages, and the West End Plaza garage underneath the building. Available on a first-come first-serve basis; billed at the beginning of each month.
 - i. City of Boulder Garages - \$175.00/ month
 - ii. West End Plaza Garage - \$225.00/month

Street Wise Arts Mural Series 2023 Partner / Collaborator List

Julia Eden

High School Student Class of 2023
Diversify Our Narrative
jteden08@gmail.com
<https://www.diversifyournarrative.com/>

Yazmin Atmore

Mural Artist
yazmin.atmore@gmail.com
<https://www.artbyyazz.com/>

Dr. Reiland Rabaka

Founder & Director
The Center for African and African American Studies
reiland.rabaka@colorado.edu
<https://www.colorado.edu/center/caaas/about>

Sharifa Moore

Executive Director
Denver Digerati
sharifa@denverdigerati.org
<https://denverdigerati.org/>

Chip

Executive Director
Downtown Boulder Partnership
chip@downtownboulder.org
<https://boulderdowntown.com/>

Mary Wohl Haan

Artists, Collaborator
4x4 Dance Project
wohaan@cybox.com

Geoff Dohrmann & Travis Powell

Artists
Deep Space Drive In
gedrd@dspi.space
travis@dspi.space
<https://www.deepspacedrivein.com/>

15 February 2023

Dear Boulder Arts Commissioners,

My name is Sharifa Moore and I am the Executive Director and Curator at the Denver-based nonprofit Denver Digerati. I am writing in support of and to recommend the funding of Street Wise Arts' 2023 Mural Series project.

In 2022 Denver Digerati collaborated with Street Wise Arts for their mural festival by showcasing the creative film shorts from our Supernova Digital Arts festival through their projection mapping events and in a special arts screening at the Dairy Arts Center.

Denver Digerati plans to support Street Wise Arts again as part of the 2023 Mural Series by offering similar collaborations which include local and international digital artists and filmmakers from our upcoming initiatives.

Street Wise Arts provides unique and impactful creative events that contribute to the diverse creative landscape in Boulder and beyond. We hope that you will continue to support Street Wise Arts Mural Series in 2023.

Sincerely,

Sharifa Moore
Executive Director and Curator
Denver Digerati
sharifa@denverdigerati.org

02/14/2023

Dear Boulder Arts Commissioners,

My name is Julia Eden and I am the head of Community Growth with BVSD Diversify Our Narrative. I am writing in support of and to recommend the funding of Street Wise Arts' 2023 Mural Series project.

I am excited to be a collaborator on the first phase of the 2023 Mural Series project. Our mural aims to amplify Black history, culture and artwork through public art. We will explore themes of wholeness, community and unity. Through research, community engagement and the creative process of the artist, the mural story will develop into an art piece by and for the community.

Street Wise Arts provides unique and impactful creative events that contribute to the diverse creative landscape in Boulder and beyond. We hope that you will continue to support Street Wise Arts Mural Series in 2023.

Sincerely,

Julia Eden
Diversify Our Narrative
jteden08@gmail.com



1942 Broadway, Suite 301
Boulder, Colorado 80302
Phone: 303.449.3774
Web: BoulderDowntown.com

February 15, 2023

Boulder Arts Commissioners and Selection Panel:

My name is Anna Salim, and I am the Vice President of Operations & Programming at the Downtown Boulder Partnership. I am writing in support of and to recommend the funding of Street Wise Arts' 2023 Mural Series project.

The Downtown Boulder Partnership has supported the Street Wise Arts programs over the past four years offering connections to businesses for venue space, mural walls and provided space during our events for Street Wise to collaborate. We believe that the impact that Street Wise Arts makes in Boulder is unique and brings both residents and tourists alike to explore and engage with the City of Boulder. Additionally, the representation and diversity that Street Wise prioritizes with its artists and mural content is such an asset to the visual landscape of the city.

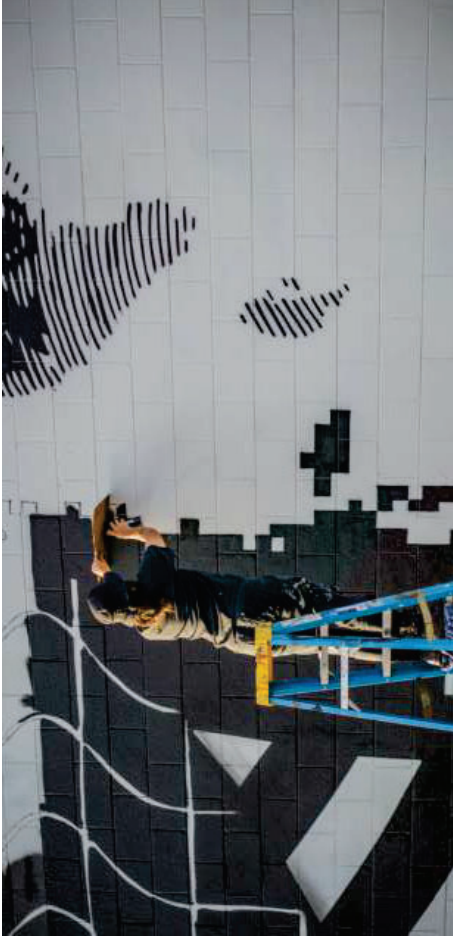
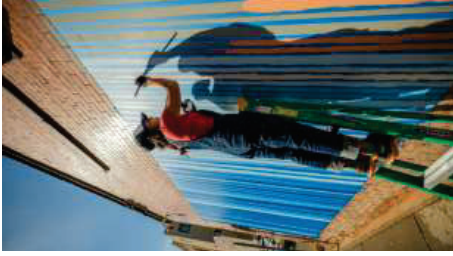
Downtown Boulder Partnership recognized Street Wise Arts as Nonprofit of the Year at our recent 2022 awards luncheon for their great work in the community. We are excited to support this year's Mural Series and look forward to the continued evolution and growth of Street Wise Arts programming.

Sincerely,

Sincerely,

A handwritten signature in blue ink, appearing to read "Anna Salim", is written over a light blue circular watermark.

Anna Salim
Vice President, Operations & Programming
Downtown Boulder Partnership
anna@downtownboulder.org



*Street
Wise*
ARTS

MURAL SERIES

Coming Summer 2023 - Spring 2024



An initiative inspired by both our mural festival and community projects, aimed to infuse more artist and community informed mural projects into the public realm in an accessible and impactful way.

What is it?

The Street Wise Mural Series is a multi-faceted pop up event series consisting of a cluster of murals and street art with supporting community events and special activations.

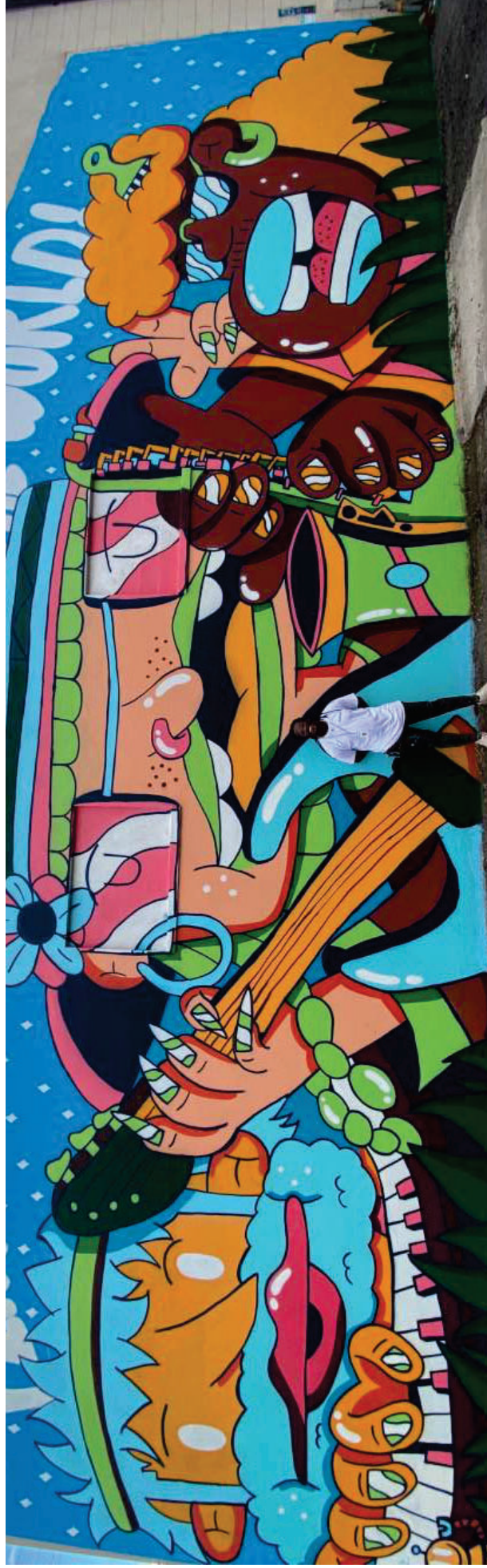


MURAL MINI SERIES SCHEDULE:

Summer 2023

Fall 2023

Spring 2024







OUR PURPOSE:

WE DIRECTLY SUPPORT THE IDEAS OF ARTISTS AND COMMUNITIES THROUGH ARTS LEADERSHIP, EXPERTISE, LOCATION AND EVENT SUPPORT FOR COMMUNITY DRIVEN MURAL PROJECTS & EVENTS.

OUR MURAL PROGRAMS PROVIDE A LAUNCHPAD FOR ARTISTS AND A PLATFORM FOR DIVERSE VOICES AND CONTENT.

THEY ARE A PLACE FOR CONNECTION.

community impact + diversity + arts + culture

OUR MISSION:

Street Wise Arts is a 501c3 nonprofit arts organization based in Boulder, CO. Our mission is to create mural projects, community events and youth education programs that enhance the urban environment, amplify diversity and engage people in activism and dialogue. Our core values are advocating for equity and representation for artists, building cross sector collaborations and contributing to a diverse cultural landscape.

FAQ:

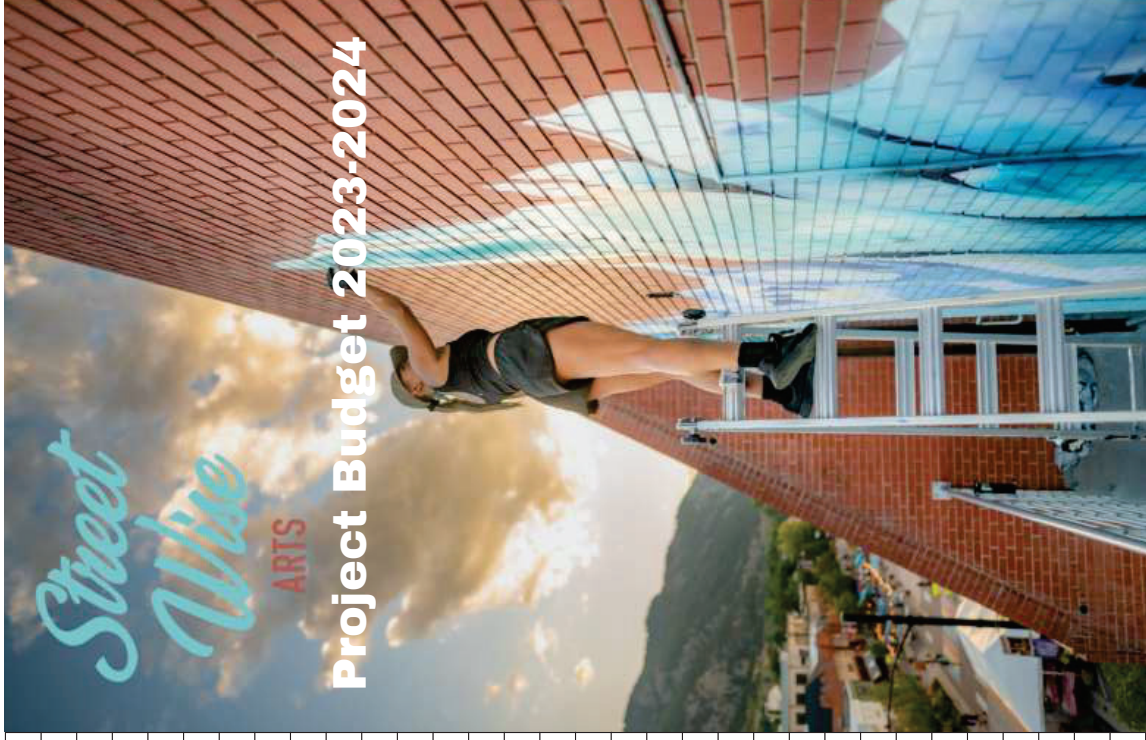
Why a Mural Series instead of a large festival?

We have produced four large scale mural festivals and handful of smaller mural and arts events. While the idea of a large festival is great for some, we believe that smaller concentrated activations are more engaging and impactful, spread throughout the year instead of concentrated in one big event.

How can I get involved or support?

Walls for murals and projections: Contact us if you have a cluster of walls or one large wall with no obstructions and great public visibility and access.

Event Sponsorship is a unique opportunity for direct engagement with community through artistic activation and events. Contact us to talk more about sponsorships.



Revenue	Budget
Cash on hand GOS funds	\$6,000
Event revenue	\$2,500
Boulder Arts Commission	\$10,000
CVB Arts Events Grant	\$10,000
Corporate Sponsorships	\$15,000
Individual Donations	\$2,500
In Kind	
paint & materials	\$1,000
hospitality	\$1,500
volunteer hours	\$1,125
Total In Kind	\$3,625
Total Revenue	\$49,625
Expenditures	
Administration	\$6,000
Volunteers	\$1,125
Mural Artists stipends	\$22,500
Digital Artist stipends	\$1,500
Artist event stipends	\$2,500
Projection Mapping artists	\$1,500
Equipment rental	\$1,000
Videography	\$2,000
Photography	\$1,000
Equipment rental	\$1,800
Paint & Supplies	\$2,500
Event Contractors	\$2,000
Advertising & Marketing	\$1,500
Hospitality for artists	\$1,500
Event merch	\$700
Contingency funds	\$500
Total Expenditures	\$49,625

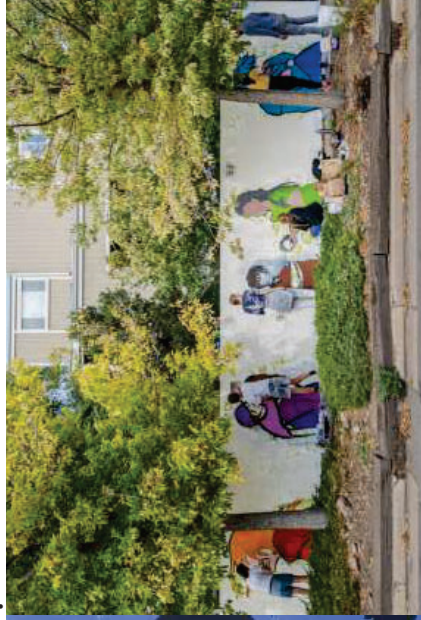
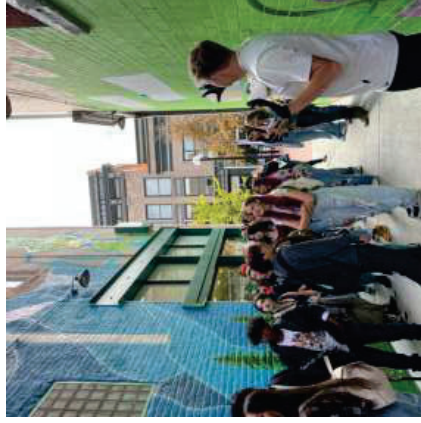
2022 Testimonials

"I love how community-oriented it feels. Rather than feeling competitive, it felt like each artist was excited to be participating and was really happy to be involved."

"The variety of events that tailor to all age groups, the message behind each mural, and the high levels of organization. Extremely skilled artists and the AR was a fun addition to the pieces."

"That it's in Boulder, there is no other public art event in the city like it and allows everyone to have access to art regardless of social economic status."

"For me is the strong support and effort in representing minorities and highlighting social justice issues which are topics other people in general don't like to talk about or are afraid. Thank you Street Wise for being the voice!"





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Leah Brenner Clack, Executive Director

hello@streetwisearts

720-352-8194

