

**AGREEMENT**

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_ 2010, by and between **TOWNSHIP OF WEST ORANGE**, a Municipal corporation of New Jersey (herein known interchangeably as the “Township”) with an address at 66 Main Street, West Orange, New Jersey 07052; and **HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC.**, a non-profit corporation of New Jersey, (herein, interchangeably known as “*HANDS*” or “*Buyer*”) with an address at 15 So. Essex Avenue, Orange, New Jersey, 07050.

**WHEREAS**, HANDS, recently took ownership of the two story commercial building located at 555 Valley Road, West Orange, New Jersey (herein after “555 Valley”); and

**WHEREAS**, HANDS is in the process of converting the use of 555 Valley into a cultural and performing arts development facility offering a small community theater, arts studio, dance and repertory programs, multi-media center and other creative opportunities for the beneficial use and enjoyment for area residents of all backgrounds and ages; and

**WHEREAS**, Township desires to engage local artists to prepare designs for painted, sculptured or other works of art to be applied to outdoor walls throughout the Township as murals; and

**WHEREAS**, the Township and HANDS (collectively the “Parties”) desire to have one of the retained artists paint, sculpt or apply other works of art as a mural on the North wall of 555 Valley;

**THEREFORE**, be it hereby agreed by and between HANDS and the Township as follows:

1. The Recitals set forth in the above preamble are hereby incorporated at length.
2. The Parties hereto agree that the Township shall retain Dan Fenelon of 9 Rosedale Avenue, Madison, New Jersey (the “Artist”) to paint, sculpt or apply other works of art as a mural on the North wall of 555 Valley.
3. The Parties hereto agree that HANDS shall pay the Artist an amount totaling \$4,000, which shall be due to the Artist immediately upon the completion of the work on the North wall of 555 Valley and the Township shall be responsible for an amount not to exceed \$5,000, provided however that the Township’s portion of the funds shall be paid from monies raised through fundraising efforts and donations and not taxpayer dollars.
4. The Parties hereto state that they have agreed to the design for the mural to be placed on the North wall of 555 Valley.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

TOWNSHIP OF WEST ORANGE

Dated:\_\_\_\_\_

Signed:\_\_\_\_\_

HOUSING AND NEIGHBORHOOD  
DEVELOPMENT SERVICES, INC.

Dated:\_\_\_\_\_

Signed:\_\_\_\_\_