

MUR


**APPLICATION CHECKLIST**  
**Unified Development Code**




**MURAL APPLICATION**

SECTION 1. APPLICANT/OWNER INFORMATION

Please Print or Type

Applicant: Swanky Chic Boutique  
Street Address: 241 S Main St.  
City: Keller State: TX Zip: 76248  
Telephone: 877-713-4582 Email: 

Property Owner must sign the application or submit a notarized letter of authorization.

Owner: Lori Cimonetti  
Street Address: 2303 Wilkes Ct.  
City: Colleyville State: TX Zip: 76034  
Telephone: 817-703-8877 Email: 



Signature of Applicant

Date: 11/18/23




Signature of Owner

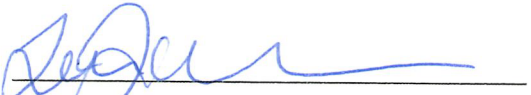
Date: 12-4-23

Lori Cimonetti

Printed Name of Owner

SECTION 2. PERMIT REQUEST INFORMATION

Artist: victoria zietsman  
Street Address: 18950 Lina St  
City: Dallas State: Texas Zip: 75287  
Telephone: 469 352 3208 Email: 



Signature of Artist

Date: NOV 18, 2023

\*\*\*Please keep in mind that murals shall not contain any text\*\*\*

**APPLICATION CHECKLIST**  
**Unified Development Code**



Proposed Timeline (length of time to complete work): 3 weeks

Estimated Start Date: 12/9/23 Estimated Completion Date: 12/16/23

<b>(Please provide each of the items below &amp; initial next to each item)</b>	
<input checked="" type="checkbox"/>	Proposed mural rendering (Digital rendering or detailed, hand-drawn sketch) <i>given with Facade grant application</i>
<input checked="" type="checkbox"/>	Elevations with Dimensions of Buildings and Mural <i>given with app.</i>
<input checked="" type="checkbox"/>	Existing Condition Photos <i>give with app.</i>
<input checked="" type="checkbox"/>	Visual Artists Rights Act of 1990 Waiver

\*\*\*Please keep in mind that murals shall not contain any text\*\*\*

## Waiver of Rights Pursuant to the Visual Artists Rights Act

I, Victoria, have prepared designs for the following art work:

(specifically identify the work)

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

### STATUTORY PROVISIONS

#### **17 U.S.C. §106A - Rights of certain authors to attribution and integrity.**

(a) Rights of Attribution and Integrity. -

Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art -

(1) shall have the right -

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

#### **17 U.S.C. §106A(e)(1) - Transfer and waiver.**

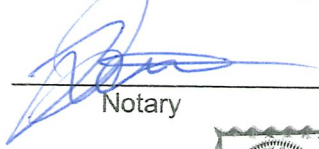
The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

WAIVER

As author of the above-described work, I hereby permanently waive my rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of that work, for whatever reason and for whatever use of the work such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

Date Nov 18 2023

Victoria Ziltsman  
Artist

  
Notary

Karen Durant

