

TOWN OF HULL, MASSACHUSETTS

Utility Box Painting Project

ARTISTS' AGREEMENT

Note: This agreement is to be executed by the artists, and workers and/or assistants, whether paid or unpaid, who are working on the assigned utility box.

In consideration of being granted permission to participate in the Paint a Utility Box Project, sponsored by the Town of Hull (the "Town"), and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, I, _____ of _____ represent and agree to the following:

1. To paint the designated Utility Box between July 06, 2021 and August 06, 2021.
2. I will receive a flat \$200.00 supply stipend upon my completion of the box. This shall be the sole payment due me from the Town. If I do not complete the box in accordance with this agreement and any policies set by the Town, I understand and agree that I will forfeit any entitlement to payment.
3. I understand that I must supply my own paint and equipment and submit a photo of the completed box.
4. I agree to provide to the Town by _____ a list of materials I intend to use for the Town's review and approval. No materials not previously approved by the Town will be used.
5. I will submit to the Town with this application for its review an accurate rendition of what I will be painting on the utility box.
6. I understand that this agreement and my participation in the project will not be effective until accepted by the Town
7. That my artwork will contain no nudity or any offensive material, will be family friendly and not contain any nudity, sex, horror, profanity, racial slurs, innuendo, drug use, blasphemy, or racism as solely deemed by the Town.
8. The design and installation will not contain any advertising of commercial products.
9. That I will take all necessary steps to negate overspray on objects, e.g. cars, adjacent buildings, sidewalk, stores, etc., including but not limited to placing a suitable tarp on the sidewalk to protect the sidewalk.
10. That my artwork will not contain any words or images that may be construed as advertising.
11. That my artwork may contain my signature and that my artwork may stay up for a period determined by the Town and may be removed by the Town at any time in its discretion.
12. That I will allow images taken at the project to be used for publicity and any printed materials, such as, but not limited to, a book of the boxes that may published. The public may take photographs of the box, but not for commercial purposes.
13. That the Town owns the artwork and may use same as it sees fit in its discretion. Artwork must be original.

14. That I will personally paint the proposed artwork as approved, at the site designated by the Town and will complete the artwork in accordance with the terms, conditions and schedule established by the Town.
15. That I will indemnify, defend and hold harmless the Town, its officers, employees, staff, representatives, and all others from any and all responsibility or liability from injuries or damages sustained resulting from my activities and/or participation in the Project, or any physical activity associated therewith within or without the event premises. I further release the Town, its officers, employees, staff, representatives, and all others from any liability that may arise from this project.
16. I acknowledge that in participating in this Project, I am not acting as a Town employee, official, agent or representative and am not entitled to any benefits from the Town as such.
17. That I will exercise due care and diligence while executing the utility box painting, and to follow the explicit instructions given to me with regard to safety and procedure.
18. That I assume full responsibility for any risk of bodily injury or property damage incurred by me arising either directly or indirectly from participation in from a Utility Box Painting Project from any cause whatsoever and how soever caused, whether caused by Town's active or passive negligence or otherwise. I understand that work on a project utility box may include activities that may be hazardous to me, including, but not limited to scraping, sanding, painting and falling from ladders and scaffolding. In connection thereto, I recognize and understand that the activities may in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury, death, or property damage resulting from the activities as an artist/assistant on the utility box project.
19. (a) _____ [Initial if you have insurance] That I have liability insurance with insurance companies licensed in Massachusetts, which covers my activities in this project and will have the Town named as an additional insured. I understand that I am not covered under any insurance or benefits maintained by the Town. I will provide a copy of my insurance certificate to the Town and will keep the same in full force and effect.

(b) _____ [initial if you do not have insurance] That I do not have liability insurance. I understand that I am not covered under any insurance or benefits maintained by the Town. If I obtain liability insurance that covers my participation in this project, I will so advise the Town and will have the Town listed as an additional insured. I will also provide the Town with an approved certificate of insurance indicating insurance companies licensed in Massachusetts.
20. That I will abide by the policies set forth by the Town and the rules governing each event and any deviance from the rules and regulations and policies established by the Town will result in termination of my participation in the utility box project at any time, without liability to the Town.
21. I understand that I am wholly responsible for ensuring that my submission does not violate any laws, including copyright, trademark, patent or other intellectual property laws, and I hereby confirm that the submitted work is entirely my own (or the work of my child or ward if I am certifying on their behalf). Furthermore, I acknowledge that the Town is not responsible for any violation of any law caused by my submission nor for verifying the ownership of the submitted content and I waive any claim of copyright violation,

trademark infringement, patent infringement or other claim that I might have or that others may have on my behalf as the result of my submission or the Town's use or publication of my submission.

22. I understand that utility box is not a public forum and that the Town retains editorial and all other control over what is and is not painted on the utility box. The Town is under no obligation to approve or use what is submitted and may choose, in its discretion, to approve or not approve any item.

In signing this release, I acknowledge and represent that I have read the forgoing Agreement, understand it and sign it voluntary as my own free act and deed; and I acknowledge that the Town is not making any specific assurance of safety or assistance relative to this project and my participation in it.

Name of Artist/Assistant/ etc. (print) _____ Date: _____
Signature _____ Address _____
(must be valid street address; no boxes)

City _____ State _____ Zip Code _____ Town/
Landline _____ Cell _____ Email _____

Witness

For Office Use:

Document approved: _____

Comments: _____
code Jb51121