

# UPROAR FESTIVAL OF PUBLIC ART

## ARTIST AGREEMENT

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This agreement is between \_\_\_\_\_ (“Artist”) and Uproar Festival of Art including the following partners: Orange County Arts Commission; Orange County Arts Alliance; Orange County, NC; Town of Hillsborough, NC; Town of Chapel Hill, NC; Town of Carrboro, NC; University of North Carolina at Chapel Hill; Hillsborough Arts Council; Chamber for a Greater Chapel Hill-Carrboro; Chapel Hill Downtown Partnership.

As a willing participant in Uproar Festival of Public Art taking place in Orange County, North Carolina, from July 21 to August 26, 2025, the Artist agrees to the following terms:

### Participation

1. Artist agrees to travel to Orange County, NC, transport work, and assist with install/de-install of artwork on the assigned dates prior to the start of Uproar and immediately after the event close.
2. Artist will oversee and participate in the install/removal process and will bring the required tools and appropriate hardware to secure or remove their work. (Uproar can provide heavy equipment, professional art handlers, and tools as requested by artist in advance.)
3. Artist understands if they are unable to be present during installation on the assigned installation date, their work will be withdrawn from the festival. If the Artist is unable to be present during de-install, the Artist will be responsible for any costs related to removal and return of their work.
4. Artist understands that all Uproar site locations are outdoors, and works will be subject to weather conditions for the duration of the festival.
5. Artist agrees to allow images of their artwork to be used for promotional purposes. (Copyright remains with the artist and Uproar will properly credit all images.)
6. Artist agrees to not add any materials to the display area other than the artwork, nor to sell other items on-site. (Signage about each piece will be provided by the festival.)
7. Artist understands disrespectful behavior will not be tolerated.
8. Artist agrees the work submitted is their own creation, or the creation of their team, and does not infringe on any third-party rights or violate any copyright or intellectual property laws.
9. Artist understands artwork must be on-site for the entire duration of the festival including their assigned installation and de-installation periods.
10. Artwork delivered to Uproar will be the work submitted and approved through the application process. Substitute work is not acceptable, and misrepresented work will be withdrawn unless discussed with and approved by Uproar staff prior to the festival.
11. Artist must be willing to provide a written or verbal description of the work for the Audio Descriptions team.
12. People’s Choice votes must be cast in-person. Remote voting is not allowed. Artist agrees to not share their unique QR-code voting link online, on social media, or in any other form during the festival.

### Insurance and Safety

13. Artists are strongly encouraged to properly insure artwork during the festival dates, including transport, installation, and de-installation. Artwork coverage is purchased on an annual basis for an annual premium of about \$500 and will cover your work anywhere in the United States.
14. The Artist understands Uproar partners and host venues will ensure, to the best of their ability, the security and safety of all artwork, but assume no liability for potential theft nor damage resulting from human or natural causes during transport, installation/de-installation, or exhibition during the length of the festival.

15. Artist is responsible for any damage incurred to equipment used by the Artist during the festival. Uproar is not responsible for any injuries resulting from the Artist's improper use of equipment.
16. Artwork must be properly prepared by the Artist for installation and de-installation, and not present safety or fire hazards.

### **Sales and Payments**

17. If artwork is for sale, the Artist understands the sale will be handled through the Orange County Arts Alliance (the nonprofit partner of the Orange County Arts Commission), which will retain a 20% commission. Coordination of pick-up from buyer will take place during deinstallation (August 24-27).
18. Artist is required to handle any income tax requirements resulting from payments made from participation in Uproar.
19. Artist acknowledges that violation of any part of this agreement may result in the removal or withdraw of their work from Uproar. In the event of removal or withdrawal, the Artist understands they will not receive their honorarium.

### **Uproar agrees to the following terms:**

1. Provide heavy equipment, professional art handlers, and tools as available and requested in advance by artist for installation and deinstallation.
2. Upon receipt of Artist Agreement, pay the Artist or team \$500 of the \$1,000 stipend. Payment will be issued electronically through Melio, to the primary applicant listed on the Uproar application. Artists will receive an email from Melio to receive the payment.
3. Pay the Artist/team the remaining \$500 honorarium within one week of the closing of Uproar (Saturday, August 23, 2025). This payment will also go to the primary applicant via Melio.
4. Provide the winning Artist/teams prize money via check the night of the Uproar Awards Party on Saturday, August 23, 2025 following the awards announcements.
5. Will ensure, to the best of their ability, the security and safety of all artwork through written agreements with each Uproar Host Venue.

*Waiver of Liability: As a participant of Uproar Festival of Public Art, I hereby assume all responsibility for any and all risk of property damage or bodily injury I may sustain while participating in event. I further certify that I have full knowledge of the risks involved in this event. I hereby release and forever discharge Orange County, all event sponsors, partners, and any employee, volunteer, or officials of these organizations from any claim of injury (including death) that I may incur as a result of my participation in the event. I agree that this Release is intended to be broad and inclusive as permitted by the laws of North Carolina and this Release is governed by and will be interpreted according to the laws of the State of North Carolina. I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect. This release is valid as long as long as I participant in the event.*

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Signature of artist

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Date