TERMS and CONDITIONS:

I. HOA

The University of North Carolina at Wilmington (hereinafter “UNCW”) hosts a festival named Hooked on Arts (hereinafter “HOA”). HOA is an outdoor art fair assembled of approximately 50 VENDORs. Registration fee for VENDORS to participate is $100. The registration fee is non-refundable.

II. Date/Times

HOA shall be held on Saturday, July 14 and Sunday, July 15, 2018, 10am-6pm. This is a rain or shine event (subject to cancellation due to safety) and will not be rescheduled due to weather.

Load-in for VENDORs will begin on Saturday, July 14, 2018, at 8am. All work must be removed from the premises by Sunday, July 15, 2018 at, 8pm. Any property left after that time will be considered abandoned. Abandoned artwork and other property will be determined property of UNCW for its discretionary purposes.

UNCW reserves the right to adjust this schedule if necessary.

III. Shipping and Delivery Arrangements

The VENDOR shall be responsible for all arrangements and costs associated with transporting, delivering and removing artwork from HOA. UNCW will not be responsible for loss or damage during shipment to or from HOA.

IV. Condition of Exhibition

VENDOR may be instructed to modify or remove artwork that is on display, which presents a hazard to the public. If VENDOR refuses to do so, the artwork may be removed from the premises by UNCW. The VENDOR will be promptly notified of such occurrence.

V. Display of HOA

A. The UNCW shall assign the location of each VENDOR’s area within the following facilities: UNCW’s Kenan Lawn, between Kenan Auditorium and the parking lot adjacent to Alderman Hall. Each VENDOR area will be approximately 10 feet by 10 feet. Access to electricity will be supplied to those who’ve indicated as such on their registration form. VENDORs must provide their own tables, tents, signage, and other materials as needed. VENDOR may not play music.

B. UNCW will make every reasonable effort to accommodate the wishes of the VENDOR concerning the installation of works. However, UNCW reserves the right to review and amend as deemed necessary any and all installation plans.

C. UNCW will provide a limited number of security personnel during HOA, and it will be the duty of the VENDOR to monitor and secure their assigned area. It is not recommended that VENDOR leave any materials or equipment overnight between July 14 and July 15 as
UNCW will not be providing evening security and thus will not be liable for materials, tents, or other items on display from the VENDOR.

D. No products or services sold or advertised may contain any reference, visual or auditory, to alcohol, marijuana, illicit drugs, or other addictive substances due to the nature of the event.

VI. Sales

In HOA, the VENDOR will receive 100% of the sale price of any work sold as a result of its display in the HOA. It is the responsibility of the VENDOR to process their original artwork sales and be responsible for any taxes. VENDOR shall indemnify and hold harmless UNCW, its officers, its agents, its employees, and its volunteers from all claims or lawsuits related to their sales.

VII. Donations and Concessions

UNCW will retain the full amount of all donations received from each visitor and/or sponsor.

All rights to sell or distribute concessions are reserved by UNCW, and the VENDOR will not be permitted to sell any beverages, confections, tobacco, or food for consumption.

VIII. Photographs

In recognition of UNCW’s right to take and utilize photographs of activities occurring on its campus for its educational and promotional uses, VENDOR hereby expressly grants to UNCW a non-exclusive, royalty-free license to take and use video and photographs of the HOA and activities associated with or arising from this Agreement, on behalf of UNCW, solely for its educational and promotional activities.

IX. Copyrighted Material

If any piece, material, composition or name to be used or performed during HOA is copyrighted, the VENDOR is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The VENDOR agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Further, VENDOR agrees to indemnify and hold harmless UNCW from any and all claims, expenses, or suits for copyright infringement which may arise during the term of this agreement.

X. Use of Names

VENDOR may not use UNCW’s names or marks, or imply UNCW support, without express written permission from an authorized UNCW official. VENDOR may use UNCW’s name to identify the location of HOA.

XI. Compliance

VENDOR agrees to follow all UNCW policies. VENDOR agrees that if it does not follow state law, county or city regulation, UNCW policy, or the terms and conditions stated herein, UNCW may revoke its right to participation and require VENDOR to leave.
XII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising under this Agreement.

XIII. Force Majeure

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

XIV. No Assignment

This agreement is personal and the VENDOR shall not assign this agreement nor allow any other person, group or entity to use the facilities during the scheduled time(s) without the prior written consent of UNCW.

XV. Relationship of the Parties

For purposes of this agreement, no joint venture, employee relationship, or partnership exists between UNCW and VENDOR.

XVI. Severability

The terms of this agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

XVII. Indemnity and Hold Harmless

VENDOR shall indemnify and hold harmless UNCW, its officers, its agents, its employees, and its volunteers from all loss, costs, and expenses arising out of any liability, claim of liability, for injury or damages to persons or property sustained by reason of the use or occupancy of the premises. The VENDOR shall pay for any and all damages to the property of UNCW or loss or theft of such property. VENDOR is responsible for the acts of its volunteers, employees and agents in its exhibition.

XVIII. Entire Agreement

This contract represents the entire agreement between the parties. Any additional modifications may be added only by the mutual agreement of the parties and signed by their authorized representatives. Without confirming my registration payment and thus confirming my agreement with this contract, my participation in HOA is not authorized.