UNCW Hooked on Arts Chalking Contest

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 which will include a sidewalk arts chalking contest for REGISTRANTS. The theme of the contest is ‘Inspiration’.

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.

Chalking contest will begin on Saturday, July 14, 2018, at 11am. REGISTRANTS are able to choose their sidewalk area as early as 10:30am by checking in at the booth next to the stage, and no later than 11am. The contest will run until 4:00pm when judging will commence.

The contest winner will be provided an award of a $500 gift card to Michael’s.

UNCW reserves the right to adjust this schedule if necessary.

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

REGISTRANTS may only use chalk, hands, and rags/water for artwork. Chalk and rags/water will be provided. REGISTRANTS may bring their own chalk if they wish, and chalk will be available on site. No other tools are permitted.

V. Display of HOA
A. The UNCW shall assign the location of each REGISTRANT’s area within the following facilities:

UNCW’s sidewalk south of Kenan Auditorium and east of Randall Library. Each REGISTRANT’s area will be approximately 30 inches by 48 inches. REGISTRANT may not play music.

B. UNCW will provide a limited number of security personnel during HOA, and it will be the duty of the REGISTRANT to monitor and secure their assigned area.

C. 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. 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 REGISTRANTs will not be permitted to sell any beverages, confections, tobacco, or food for consumption.

VII. Photographs
In recognition of UNCW’s right to take and utilize photographs of activities occurring on its campus for its educational and promotional uses, REGISTRANT 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.
VIII. Copyrighted Material
If any piece, material, composition or name to be used or performed during HOA is copyrighted, the REGISTRANT 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 REGISTRANT agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Further, REGISTRANT 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.

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

X. Compliance
REGISTRANT agrees to follow all UNCW policies. REGISTRANT 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 REGISTRANT to leave.

XI. 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.

XII. 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.

XIII. Relationship of the Parties
For purposes of this agreement, no joint venture, employee relationship, or partnership exists between UNCW and REGISTRANT.

XIV. 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.

XV. Indemnity and Hold Harmless
REGISTRANT 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 REGISTRANT shall pay for any and all damages to the property of UNCW or loss or theft of such property.

REGISTRANT is responsible for the acts of its volunteers, employees and agents in its exhibition.

XVI. 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.