



*Paint the Town
#MtPCreates*

Private Business “Wall Donation” Agreement

Town of Mount Pleasant Culture, Arts & Pride Commission
391 Egypt Road, Mount Pleasant, SC 29466
www.TOMPSC.com

Town Staff Contact: Nicole Harvey, NHarvey@tompsc.com

Business Participant Solicitation

The Town of Mount Pleasant Culture, Art & Pride Commission (CAP) invites private businesses to submit applications to partner with the Town in its Paint the Town program. The selected businesses agree to donate use of a specified exterior wall for the purpose of allowing selected Paint the Town artists to paint approved concepts on their property.

Property Owner Benefit

1. Participating businesses will have their public art installation included as part of the overall Paint the Town publicity efforts.
2. CAP commissioners will review artist submissions and will present to property owner the vetted artists/selected art concepts to choose from for their specific installation.
3. Businesses will not receive any monetary compensation paid by the Town of Mount Pleasant. Selected artists will receive a monetary stipend paid by the Town of Mount Pleasant. The amount will be agreed upon between the artist and the Town prior to work commencing and will be based on the size/scale of the work along with the complexity of the installation. Should the participating business wish to have a larger, more complex installation completed than what is selected by the CAP commissioners, the business will have the opportunity to work with CAP and the artist to agree on an appropriate financial contribution to the project in order to accomplish their goal.
4. Mention in press releases and promotional materials for the project.
5. Business name, artwork title, and photos of the artwork may be included on the Town of Mount Pleasant's website and social media sites.

Design Specifications for Submitted Art *(for property owner info purposes only)*

1. Art must be original and wholly the work of the submitting artist.
2. Designs may be traditional, representational or abstract.
3. The theme of the artwork should be appropriate for general viewing.
4. Art concept may relate generally to Mount Pleasant or can be building-specific. (Please note name of building on submission.)
5. Inspired by the sights and sounds of Mount Pleasant.

6. Not acceptable are designs that include logos, business names, or other elements that would violate the Town sign code; copyrighted or trademark images; advertisements; political, religious, or sexual symbols, themes or messages.
7. The Town of Mount Pleasant staff and the Culture, Arts and Pride Commission will have final approval of the design.

Eligibility

1. Donated property (wall space) must be located within the Town of Mount Pleasant.
2. The property owner may neither be an employee nor serve on an appointed commission of the Town of Mount Pleasant.

Terms of Agreement

1. The building/wall space must be solely owned by the donating property owner or all owners must sign this agreement. Participation in this public art installation will not violate the rights of any third party.
2. General maintenance/upkeep for a term of one year from completion date will be the responsibility of the business/artist with exception being made in instances where the actions of Town staff creates a need for significant repair. Extenuating circumstances will be reviewed and considered on a case-by-case basis and Town staff along with the CAP commission will work with artists to determine if any additional compensation is warranted to complete any required repairs.
3. Property owner will be provided by the selected Artist/Contractor a Certificate of Insurance (COI) naming owner and the Town as additional insureds.
4. The Town of Mount Pleasant retains the right to use accepted donated space and the artwork presented for this project and to use prints/photos of the art for promotional material. The Town of Mount Pleasant may not sell the art to a third party for profit.
5. The property owner agrees to keep the public art installation in place for a minimum of one year except in such cases as a maintenance issue arises that requires alteration to the artwork, or the building is sold to a new owner.
6. After one year from completion of the artwork, building owner is granted full ownership of the artwork and is responsible for maintaining, removing, or replacing if so desired.

Release Waiver

The undersigned property owner, a participant in the Mount Pleasant Paint the Town project, does hereby indemnify, release, discharge and hold harmless the Mount Pleasant Culture, Arts and Pride Commission, and Town of Mount Pleasant, and all of their employees, agents, assigns, contractors, council members, attorneys, and staff of any and all actions, causes of action, demands, suits, accounts, covenants, damage claims, and any and all claims, demands and liabilities for loss, harm or damage whatsoever of every name and nature, both in law and equity, which may be brought against the Mount Pleasant Culture, Arts and Pride Commission and/or the Town of Mount Pleasant or its agents, servants, employees or attorneys, through the property owner’s participation in said project and the use of his/her property.

Date: _____

Signature: _____

Print Name: _____

