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*Paint the Town  
#MtPCreates*

Artist Application & Design Concept  
Open Submissions Accepted Year-Round

*To be considered for phase one funding: Deadline March 10, 2019 (Delivered)*

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Town of Mount Pleasant Culture, Arts & Pride Commission  
391 Egypt Road, Mount Pleasant, SC 29466  
[www.TOMPSC.com](http://www.TOMPSC.com)

*Town Staff Contact: Nicole Harvey, [NHarvey@tompsc.com](mailto:NHarvey@tompsc.com)*

# Artist Solicitation

The Town of Mount Pleasant invites artists to submit applications to paint their art concept on selected buildings. Information on the available wall spaces is included. The selected artists will be responsible for painting their concept as closely as possible to what is represented in this submission form on the approved building.

## Artist Benefit

1. 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.
2. Artist recognition.
3. Mention in press releases and promotional materials for the project.
4. Artist 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

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. Artists must reside in the Tri-County area (Berkeley, Charleston, or Dorchester).
2. The artist may neither be an employee nor serve on an appointed commission of the Town of Mount Pleasant.

## Terms of Agreement

1. The artwork submitted is original, solely owned by the artist and reproduction will not violate the rights of any third party.
2. Artist will complete work as an Independent Contractor and will not be deemed an employee of the Town of Mount Pleasant. Contractor shall be paid an agreed upon amount within 30 days of receipt of invoice by the Town of Mount Pleasant. In preparing the proposal for participation in Paint the Town, Contractor shall consider and factor all costs into the proposed total cost of the individual project, including but not limited to paint, supplies, insurance, etc.
3. General Liability Insurance: Contractor must submit a Certificate(s) of Insurance (COI) providing proof of a commercial general liability insurance policy or its equivalent, written on an occurrence basis for bodily injury, personal injury, property damage and product liability, with a minimum of \$1,000,000 per occurrence naming Town of Mount Pleasant as additional insured. Submitted COI must specifically identify Town of Mount Pleasant, 100 Ann Edwards Lane, Mount Pleasant, SC 29464 as additional insured. If the art is to be painted on a building not owned by the Town of Mount Pleasant, a COI naming the property owner(s) also will be required. The Town of Mount Pleasant does not sell insurance. However; this type of insurance policy may be acquired from most private insurance carriers or through the SC Municipal Insurance & Financing Fund's TULIP program (<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>). Work may not commence until COI has been delivered to the Town of Mount Pleasant. Questions regarding insurance requirements may be directed to the Town of Mount Pleasant Risk Management office at (843) 884-8517.
4. General maintenance/upkeep for a term of one year from completion date will be the responsibility of the 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.
5. The Town of Mount Pleasant retains the right to use accepted 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.
6. The Town of Mount Pleasant has the right to remove or replace the art without notification to the artist.
7. Artist/Contractor must attach to submission form information regarding projected budget and materials to be used for the individual project, i.e. paint type, sealant/graffiti-resistant coatings, etc.

## **Release Waiver**

The undersigned artist, 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 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 artist's participation in said project and the use of his/her artwork.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

