

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

**MEMORANDUM OF UNDERSTANDING FOR TEMPORARY OUTDOOR ARTWORK EXHIBITION  
ON TOWN PROPERTY IN HILLSBOROUGH, NORTH CAROLINA**

This Memorandum of Understanding ("MOU") is made and entered into by and between Orange County through the Orange County Arts Commission ("County", "OCAC" or "Program Partner"), and the Town of Hillsborough, 101 E Orange Street, Hillsborough, NC 27278 a North Carolina municipal corporation, herein "Town", for the temporary outdoor artwork exhibition on town property in Hillsborough, NC known as the **2025 Uproar Festival of Public Art**.

WHEREAS, the Town strives to support a vibrant and inclusive community, to enrich the lives of those who live, work, and visit by building community and creating a place for everyone; and

WHEREAS, OCAC intends the Uproar Festival of Public Art to drive visitation into our downtown communities by transforming Orange County into an arts destination; and

WHEREAS, the Town seeks to design and present lively celebrations and community events, including outdoor public art experiences; and

WHEREAS, OCAC wishes to temporarily exhibit outdoor public art in downtown Hillsborough as part of the 2025 Uproar Festival of Public Art;

NOW THEREFORE, OCAC and the Town agree to coordinate the temporary exhibition of outdoor public art in downtown Hillsborough pursuant to the following terms and conditions:

1. Duties of Program Partner. OCAC will:
  - Exhibit temporary public artworks at sites publicly owned by the Town of Hillsborough.
  - Provide artists, staff, and tools to install, maintain, and deinstall temporary public artworks at the aforementioned locations between July 21 and August 27 (the "display period");
  - Follow all appropriate Town regulations regarding safety, accessibility, and permitted use;
  - Coordinate with Town staff regarding scheduling and site access for the installation, maintenance, and deinstallation of the artwork;
  - Remove all artwork and associated work products (wires, anchors, cables, bolts, screws, signage, etc.) during artwork deinstallation; and
  - Refill / replace any concrete or masonry that was disturbed or drilled during artwork installation with appropriate material, approved by the Town, at no cost to the Town.
2. Duties of Town. The Town will:
  - Coordinate sponsorship payment in the amount of \$8,000.00 through the Hillsborough Tourism Development Authority by June 30, 2025, to the County for the purposes of the Uproar Festival.
  - Contact OCAC via email as soon as possible in the event that artwork requires repair or inspection.
  - To the best of each town's best ability, provide back-up physical and/or machine

- support in the event of problems with OCAC contracted installation equipment.
- Based on the Town's signage ordinances, will provide guidance regarding festival signage placement and communicate signage placement to relevant Town departments.
  - Will manage any required powerline detection service required for art placement.
  - Will provide a designated staff member to be:
    - Available for monthly meetings
    - Liaison between Town and contracted sites coordinator
    - Present (able to be contacted) for install (July 21 – Aug 1) and deinstall week (Aug 24-27) for town-owned sites, or private sites with town staff relationships – or have a fully-informed stand-in
  - Will provide collaborative marketing assistance including:
    - Sharing of call for artists through channels
    - Sharing of social posts leading up and throughout the event
    - Inclusion of event in Town publicity, enews, etc.
3. **Joint Duties.** Both parties will:
- Both parties will be responsible for their own costs.
  - Both parties will retain responsibility for appointing any personnel necessary to the execution of the undertaking.
  - No joint agency is established by this agreement.
4. **Imagery and Documentation.** OCAC reserves the right to use imagery and documentation of the venue, the art, and the process of installing the art. Uses may include, but are not limited to, the official Up roar website, press releases, promotional materials prepared by OCAC.
5. **Contacts.** The following persons shall be the primary contact person for all issues related to this Agreement

For the Town:

Stephanie Trueblood, Sustainability and Public  
Space Manager  
Shannan Campbell, Planning and Economic  
Development Manager  
PO BOX 429  
101 E Orange Street  
Hillsborough, NC 27278

For OCAC:

Katie Murray  
OCAC  
437 Dimmocks Mill Road, Box 27  
Hillsborough, NC 27278  
Email address: kmurray@orangecountync.gov

6. **Amendment.** This MOU may be amended by written agreement signed by both parties.
7. **Non-Discrimination.** Both Parties contractually agree to administer all functions pursuant to this Contract without discrimination based upon race, ethnicity, color, national origin, religion, creed,

age, sex, gender, gender identity, gender expression, marital status, familial status, disability, political affiliation, veteran status, disabled veteran status.

8. Indemnification and Hold Harmless. To the extent allowed by law, both parties agree to indemnify and hold harmless the other party and its officers, agents and employees from and against any and all loss, liability, claims or expense (including reasonable attorneys' fees) arising from or relating to the 2025 Uproar Festival of Public Art to the extent such losses are caused by the indemnifying party's negligence or willful misconduct. This indemnification does not apply to the extent that such losses are caused by the negligence or misconduct of the party seeking indemnification."
9. Disputes. This MOU shall be construed and enforced under the laws of North Carolina. Should any dispute arise between the parties related to this MOU, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction. Venue shall be in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.
10. Assignment. Neither party may assign this MOU without the prior written consent of the other party.
11. Entire Agreement. This MOU shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this MOU.
12. Term. This MOU, unless amended as provided herein, shall be in effect until August 30, 2025. This MOU may be terminated by either party with 90 days written notice.

[SIGNATURES ON FOLLOWING PAGE.]

The Memorandum of Understanding is between the Town of Hillsborough and Orange County through the Orange County Arts Commission for the temporary outdoor artwork exhibition on town property in Hillsborough, NC known as the 2025 Uproar Festival of Public Art.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names by authority duly given.

**ORANGE COUNTY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF HILLSBOROUGH, NORTH CAROLINA**

\_\_\_\_\_  
TOWN MANAGER/ASST. TOWN MANAGER PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE