

AGREEMENT FOR SEASIDE ARTS COUNCIL SWAN PROJECT

THIS AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 202__ (being the date the last of the parties named below executes this instrument) by and between:

Seaside Arts Council (“SAC”), a nonprofit corporation organized under the laws of North Carolina with its registered location in Swansboro, NC; and the Town of Swansboro, a North Carolina municipal corporation, undertaking to purchase and display for civic and artistic purposes one or more painted fiberglass swans (the “Sponsor”); and Artist (“Artist”), an individual commissioned to design and paint the fiberglass swan or swans; collectively, the parties being referred to herein as the “Parties.”

1. Purpose

In furtherance of community arts engagement and civic pride promotion of local artists, and support of the arts in Swansboro and the surrounding area, the Parties enter into this Agreement to create, purchase, and publicly display a custom-painted fiberglass swan, or swans, at appropriate locations visible to the citizens of Swansboro and the general public.

2. Purchase Price and Allocation

- The total purchase price of each Swan is Three Thousand Dollars (\$3,000), payable by the Sponsor to SAC.
- Of this amount:
 - \$800 shall be paid by SAC to the Artist as compensation, per swan, for painting/artistic services;
 - The remainder shall be retained by SAC to defray expenses of the blank swan(s), clear coating of the painted swan(s), program administration, and fundraising.

3. Responsibilities of Seaside Arts Council (SAC)

SAC shall:

- a. Purchase and provide each blank fiberglass Swan to the Artist for custom painting.
- b. Subject to the Sponsor’s approval of the Artist’s design proposal for each Swan, and following completion of each Swan, pay the cost for application of an automotive clear coat for each completed Swan..
- c. Facilitate communication among the Parties regarding design requests, design proposals, approvals, and delivery to the location(s) selected by the Sponsor. .

- d. Retain copyright in the final painted design and all related works (see Section 6).
- e. Provide, at SAC's expense, a small plaque acknowledging SAC, the Artist, and the Sponsor.

4. Responsibilities of Sponsor

The Sponsor shall:

- a. Submit a brief design request, outlining desired themes, colors, or concepts.
- b. Review and either approve or reject the Artist's detailed design proposal. The Artist's proposals may include drawings, digital mockups, or written descriptions.
- c. Approve or reject the completed painted Swan before the clear coating is applied.
- d. Provide and maintain a suitable public display location in the Swansboro area (eastern Onslow County or western Carteret County, NC). The display may be outdoors or indoors, provided it is reasonably visible to and accessible by the public.
- e. Provide, at Sponsor's expense, a secure platform for placement of the Swan at its intended location, or locations. . The platform(s) must be constructed to an equal or higher standard than existing Swan platforms in Swansboro, to ensure stability and security.
- f. Pick up each Swan within two (2) weeks after clear coating has been completed. .
- g. Prominently display the plaque provided by SAC near each Swan while the Swan is on display.

5. Responsibilities of the Artist

The Artist shall:

- a. Provide SAC and Sponsor with a detailed design proposal for each Swan based on the Sponsor's request.
- b. Complete the painting of the Swan in accordance with the approved design.
- c. Submit the completed, painted Swan to the Sponsor for final approval prior to clear coating.
- d. Deliver each Swan in a condition suitable for clear coating.

6. Copyright and Intellectual Property

- a. Copyright Ownership: Subject to agreement between the Artist and SAC, SAC shall retain copyrights, if any, to the painted design on each Swan.
- b. License to Sponsor: The Sponsor is granted a, royalty-free license to display the physical Swan at approved location(s). Such license(s) shall be granted as to each display location for a one-year period. Such annual license(s) shall automatically renew for successive one-year periods; provided either the Sponsor or SAC may terminate the license(s) upon giving to the other written notice of non-renewal a minimum of thirty (30) days prior to the annual anniversary date of the Agreement.
- c. License to SAC: SAC reserves the right to reproduce images of the painted Swan in promotional, fundraising, and educational materials, including but not limited to brochures, posters, merchandise, and digital media.
- d. Artist Credit: SAC shall use reasonable efforts to credit the Artist in reproductions of the design.

7. Warranties and Disclaimers

- a. The Artist warrants that the designs are original and do not infringe the rights of third parties.
- b. SAC makes no warranty as to the long-term durability of the Swan beyond that provided by the manufacturer and clear coat product and application warranty, if any.
- c. The Sponsor accepts responsibility for installation, security, and maintenance of the Swan after pickup.

8. Termination

If the Sponsor rejects the Artist's final painted design after good faith efforts to accommodate Sponsor's request, SAC shall refund a portion of the Sponsor's purchase price, deducting costs already incurred, and this Agreement shall terminate.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Entire Agreement

This Agreement constitutes the full and complete understanding among the Parties and supersedes all prior agreements or understandings, whether written or oral. Any modification must be in writing and signed by all Parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands and seals on the date set forth in the acknowledgments below.

**BY: Seaside Arts Council
A North Carolina Nonprofit Corporation**

Cynthia Stephenson-Gibbs, President

State of North Carolina

County of Onslow

I, _____, the undersigned notary public, do hereby certify that **Cynthia Stephenson-Gibbs** personally appeared before me this day and acknowledged that he/she is the **President** of **Seaside Arts Council**, a nonprofit corporation organized under the laws of North Carolina with its registered location in Swansboro, NC, and that by authority duly given and as the act of such entity, he/she signed the forgoing and annexed instrument in its name on its behalf as its act and deed. Witness my hand and notary seal, this, the _____ day of _____, 20____.

Notary Public

Notary Printed Name

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have set their hands and seals and adopt the printed word "Seal" as their lawful seal on the date set forth in the acknowledgment below.

BY: Sponsor

Organization Name:

The Town of Swansboro

(Seal)

Title: Mayor or Manager

Attest:

Town Clerk

State of North Carolina

County of Onslow

I, _____, the undersigned notary public, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of _____ a North Carolina municipal corporation,], and that by authority duly given and as the act of such entity, he/she signed the forgoing and annexed instrument in its name on its behalf as its act and deed. Witness my hand and notary seal, this, the _____ day of _____, 20____.

Notary Public

Notary Printed Name

My Commission Expires: _____

Artist :

By: _____

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, _____, a Notary Public do hereby certify
that _____ personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

This the ____ day of _____, 202__.

Notary Public

Notary's Printed Name

(SEAL)

My Commission Expires: _____