



Artist Agreement

This project is a city enhancing, public art, graffiti reduction initiative managed by Hamilton City Council on behalf of the Ministry of Justice.

What's inside this pack?

- ✓ Participation requirements
- ✓ Your equipment pack and paint requirements
- ✓ Safety while painting
- ✓ Breach of participation and disputes
- ✓ Artwork painting dos and don'ts
- ✓ Artwork copyright and artist's consents
- ✓ Artist's details and artist signature (to be completed, signed and returned)

Where do I send it?

After you have read and signed this Agreement, please scan and email a copy to adoptabox@hcc.govt.nz or post to the Project Coordinator at:

Adopt-A-Box
Hamilton City Council
Private Bag 3010
Hamilton 3240

Need help?

If you have any questions, or need help with this agreement in any way, please contact Adopt-A-Box on:

Phone: 021 228 5835
Email: adoptabox@hcc.govt.nz
Website: www.adoptabox.co.nz

1. *Participation requirements*

To paint an adopted box the Artist must:

- a) Fill in all relevant contact details; name of approved artwork and the location and identification number of the allocated box on the last page of this agreement, sign and return it.
- b) Understand that signing this Agreement means that the Artist accepts the conditions specified in this Agreement. **If the Artist is under eighteen years of age at the time of signing this Agreement**, a supervisor, parent, guardian or teacher of the Artist, must read this Agreement and sign with the under age Artist. The supervisor, parent, guardian or teacher of the under age Artist, agrees to be fully responsible for the Artist's safety and conduct while participating in this project.
- c) Take their "Authority to Paint Notice" to the Adopted Box and have it available when painting. This Notice will be provided prior to painting of the artwork.
- d) Carry out the artwork that was approved for the allocated Box.
- e) Complete the artwork within 28 days of receiving the Equipment Pack unless prior approval is obtained from Adopt-A-Box.

2. *Your equipment pack and paint requirements*

- a) Prior to and for the purpose of carrying out the artwork, the Artist will be provided with an Equipment Pack. Adopt-A-Box will arrange for the Pack to be delivered to an address the Artist specifies. The Equipment Pack includes: 2 x safety vests, 3 x safety cones, 2 x rags, keyhole protector, identification plate protector, disposable mixing palettes, 3 x drop sheets, "Adopted Box Painting Site Picture", "Authority to Paint Notice", paint and 3 x paintbrushes.
- b) Each Traffic Signal Box requires between 1 and 1.5 litres of Paint. The paint supplied in the Equipment Pack is high quality paint. In the Equipment Pack there will be at least 400mls of yellow, red, blue, green, white and black. Artists are required to mix additional colours in disposable mixing palettes or their own containers.
- c) The Equipment Pack (less used paint and used mixing palettes) needs to be returned in good condition on completion of the box. Please notify Adopt-A-Box as soon as the Pack is ready to be collected.

3. *Safety while painting*

- a) The Artist (and everyone onsite with the Artist) must adhere to the following safety requirements while painting artwork on an adopted box:
 - I. Be aware of personal safety while painting.
 - II. Wear a safety vest at all times when in the work area.
 - III. Must not be under the influence of drugs or alcohol.
 - IV. Must set up the work area around the adopted box as shown on the "Adopted Box Painting Site Picture". The picture can be found in the Equipment Pack.
 - V. Keep a clean and tidy work area at all times.
 - VI. Dispose of paint and cleaning materials in an environmentally friendly manner.
- b) While adhering to the conditions in item 3 of this Agreement: "Safety While Painting" and participating in the Adopt-A-Box project the Artist is within Hamilton City Council Public Liability Insurance cover. However it is acknowledged that failure to comply with "Safety While Painting" conditions will exclude the Artist from being entitled to make any claim against Hamilton City Council for any damage, compensation, loss or liability related to Public Liability.
- c) The Artist (and those with the Artist on site of an adopted box) acknowledges that they are always responsible for their own personal safety while participating in this project and will save, hold harmless and discharge Hamilton City Council of any responsibility or related claims in respect of personal injury or personal loss whatsoever.
- d) The Artist will comply with all appropriate legislation, regulations and local laws (e.g. On-street parking).

4. *Breach of participation and disputes*

- a) If the Artist does not make a reasonable attempt to implement the artwork that has been approved or paints an unapproved artwork, the Artist will be asked to:
 - I. Cease carrying out the artwork; and
 - II. Return the Equipment Pack.
- b) In respect of this breach or in any unrelated case, the Artist acknowledges and accepts that Adopt-A-Box or the owners and operators of the Adopted Boxes are at liberty to paint over artwork, remove the artwork or leave the artwork in place.

- c) Artists are encouraged to discuss any disputes relating to any aspect of participation. If disputes are unresolved they should be submitted in writing and be sent to Adopt-A-Box. The Project Coordinator of Adopt-A-Box and a suitable representative of the organisation that owns and operates the adopted box will jointly convene any dispute. Their joint decision and reasons will be notified in writing by Adopt-A-Box to the disputer and will be final.

5. *Artwork painting dos and don'ts*

The Artist agrees to the following when preparing to paint and painting an adopted box:

- a) Adopted boxes are important pieces of equipment essential to the safe organisation of the city. The artwork must NOT be painted over keyholes, light sensors or the identification plates. Keyholes and Identification plates need to be carefully covered before the start of painting with the keyhole protectors and the identification plate protector provided in the Equipment Pack.
- b) The Artist must not glue or adhere materials to the adopted box when implementing the artwork.
- c) The Artist will use disposable mixing palettes or their own containers to mix specific colours for the artwork. Do not mix colours in the white tubs of paint provided, as returned paint is reused.
- d) Please try to avoid getting paint on the supplied safety vest. If paint is spilled please use the rags supplied in the Equipment Pack.

6. *Artwork copyright and artist's consents*

- a) Copyright in the artwork remains the property of the Artist, except that the Artist grants to Adopt-A-Box and the owner and operator of the adopted box, the right to (without having to notify the Artist) display and publish photographs and photographic images in any form, for the purposes of promoting the region and associated events and for promotional and marketing purposes. When Adopt-A-Box artworks are reproduced, care will be taken to acknowledge the Artist's name and the title of the artwork.
- b) The Artist deems that their artwork:
 - I. Is an original design created by the Artist alone; and
 - II. Does not infringe and is not likely to infringe any Intellectual Property Rights (including copyrights, registered trademarks, application trademarks, common law trademarks and moral rights).
- c) The Artist indemnifies and keeps indemnified Adopt-A-Box in respect of any loss, damage, cost, liability, claims, actions or demands arising out of a breach of Copyright.

- d) Upon completion of the artwork, the Artist is encouraged to make a record of the completed artwork (such as a photograph or digital image) for their own records and to promote their own work.
- e) The Artist consents to the completed artwork, at any time and without notice:
 - I. Being repaired, reinstated or altered for the purpose of restoration or preservation.
 - II. Being relocated, removed or destroyed as may be required by the organisation that owns and operates the adopted box.
 - III. Being covered or painted over by the organisation that owns and operates the adopted box or another artist.
- f) The Artist acknowledges that Adopt-A-Box may, but are not obliged to offer the Artist a first option to carry out any repairs, restoration or alterations to the artwork.
- g) Artists may sign their artwork once only on the adopted box within in the size limit of 30cms wide and 10cms high. Artists may sign their name, an alias artist name, email address or a website and display the Copyright sing, "©" with their signature.

7. *Artist's details and artist signature*

To be completed, signed and returned.

Name: _____ Are you aged over 18?
(please circle) Yes / No

Address: _____

Telephone: _____ Email: _____

Delivery address for equipment pack (if different from above):

If aged under 18, details of supervisor, parent, guardian or teacher:

Name: _____ Telephone: _____

Relationship to artist: _____

Name of your artwork: _____

Description/Inspiration/Artist Thoughts:

Please get these details from www.adoptabox.co.nz

Street location of Adopted Box: _____

Identification number of Adopted Box: _____

Declaration

I have read and understood all the items of this Artist Agreement (please circle) Yes / No

Printed name: _____

Signature: _____ Date: _____

If aged under 18, signature of supervisor, parent, guardian or teacher:

Printed name: _____

Signature: _____ Date: _____