

PARADE AGREEMENT

THIS PARADE AGREEMENT ("Agreement") is entered into as of the date set forth below ("Effective Date"), between ART OPPORTUNITIES INC. (dba ArtWorks), an Ohio not for profit corporation ("ArtWorks"), and BOONE COUNTY SCHOOLS ("Participating Group"). ArtWorks and Participating Group may be referred to individually as a "Party" and collectively as the "Parties".

1. EXPECTATIONS:

Expectations of Participating Group shall include the creation of a replica of "SPARKing Creativity" (the "Entry"), which will include costumes for the BLINK Parade, to be mobile from 8th & Walnut St, down Walnut to W. Freedom Way at the Banks.

1.1 Entry will be executed and coordinated according to the details and specifications included in Participating Group's approved proposal: "SPARKing Creativity" is described as: Students from Cooper, Conner, Ryle, and Boone High Schools will be creating costumes and puppets themed as space and aliens. Some students will be dressed as aliens with light up costumes holding puppets like planets and space ships. Other students will be creating light up planet costumes with other students "orbiting" around them

1.1.1 "SPARKing Creativity" includes 90 participants. The Participating Group will let BLINK know a month in advance of the BLINK Parade if the minimum amount of participants is not available. Award amounts may be impacted.

1.2 Proposed Entries should also be designed with considerations for safety and the needs of an outdoor environment, including inclement weather, and should factor in mobility along parade route and possibility of interaction with large crowds attending BLINK. Please Note: There is a downward elevation between 3rd and 4th streets. Entries must have braking systems. Any concerns about this MUST be communicated to BLINK Staff upon signing of this contract.

1.3 All Entries are expected to walk the full length of the parade route in rain or shine (approximately 7:15pm – 9:30pm, Thursday, October 10).

1.4 Participating Group must provide own transportation to and from the Event. Parking will not be provided.

2. ON-BOARDING & ENTRY REVIEW:

2.1 A representative from Participating Group must attend an on-boarding orientation with BLINK Staff on August 28th at 6pm at 20 E Central Parkway, Cincinnati OH 45202. Please inform ArtWorks if you are unable to attend and need a Makeup Orientation. Please note that construction and coordination of Entries should begin prior to Orientation.

2.2 Participating Group agrees to provide a mid-point progress update on fabrication/coordination progress. It is recommended for mid-point progress updates to include an in-person studio site tour and review of the work progress. If in-person review cannot be facilitated, Group may work with BLINK Staff to provide progress check-in remotely via photo updates or digital call-in services (ex. Skype or Other).

3. FEES & PAYMENT SCHEDULE:

In order to create the Entry, ArtWorks will pay Participating Group, according to the following payment schedule, a fee of \$750 US (collectively the "Fees"). Payments will be made in two (2) installments, payable upon receipt of invoices and according to the following schedule:

1st Payment: \$562.50 (75% of total fee) - upon contract signing (net 30 days).

2nd Payment: \$187.50 (25% of total fee) – upon delivery of Expectations and Entry Participation in BLINK Parade (net 30 days)

3.1 Participating Group must provide a W9 or comparable tax identification form at the time of contract signing in order for payments to be issued. Any delay in the submission of required forms may impact payment schedule accordingly.

3.2 Should Participating Group not deliver on any of the Expectations or details listed in this agreement, fee may be impacted accordingly. No additional funds will be allocated to Groups for "overruns", including, but not limited to those related to, staffing needs, supplies, logistics, and fabrication.

4. LOCATION:

The Participating Group's staging location before the parade is: Garfield Place at the corner of 8th & Vine Streets Cincinnati, OH 45202 in pre-determined area communicated by BLINK Staff. Placement in Parade Line-up and times for load-in will be communicated at Orientation.

5. PHOTO RELEASE & BRANDING:

Participating Group agrees to allow photography, video, and media coverage of their group before, during, and after the Parade. Participating Group agrees to uphold BLINK Brand Standards as expressed in the Guide which accompanies this document.

6. LIABILITY WAIVERS:

All members of Participating Group will be issued a waiver of liability for participation in the BLINK Parade.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of August 28th, 2019.

ARTWORKS:

ART OPPORTUNITIES INC.

By: _____

Title: _____

Signature: _____

PARTICIPATING GROUP:

BOONE COUNTY SCHOOL DISTRICT

By: Matthew L. Turner

Title: Principal Ryle High School

Signature: [Signature]

DIRECT CONTACT FOR COMMUNICATION:

The direct contact for this Participating Group is:

Name: Julie Harwood
Title: ART TEACHER, RYLE H.S.
Phone Number: 513-615-2980
Email Address: julie.harwood@boone.kyschools.us OR Rachael Burris Art teacher @ Cooper H.S. Rachael.Burris@boone.kyschools.us

This person is the sole representative who will receive all communication from BLINK regarding logistics and parade details and will pass along all pertinent information to Participating Group Members. Participating Group agrees to notify ArtWorks if the representative changes for any reason.

The direct contact for ArtWorks regarding all matters relating to the BLINK Parade is:


Name: Megan Rahill
Title: Program Manager
Phone Number: (513) 333 3618
Email Address: megan@artworkscincinnati.org

ADDENDUM TO PARADE AGREEMENT

September 19, 2019

This shall serve as an addendum to the agreement executed on _____, 2019 between Art Opportunities Inc. (dba ArtWorks), and Boone County Schools (Participating Group). The change in contract detail includes adjustment to the location of the Parade Start. The Parade will now start at Vine St & 8th St, traveling down Vine St to W. Freedom Way at the Banks in Downtown Cincinnati.

Participating group acknowledges change and will ensure all Group Participants are aware of the new Parade Start.


Signed

9/30/2019
Date



2019 BLINK PARADE WAIVER FORM

WAIVER OF DAMAGES THAT MAY ARISE FROM ACCIDENT OR INJURY DURING PARTICIPATION IN THE BLINK PARADE EVENT

- Authority:** I represent to the BLINK Parade Committee that I am fully authorized for and bind the undersigned entrant regarding our entry in the 2019 BLINK Parade. On behalf of the entrant, I agree that our Entry and all persons associated with it shall comply with all rules prescribed by the Committee as deemed necessary for the efficient and safe conduct of the parade and all related activities. I agree to conduct our Entry and myself in a proper, appropriate manner during the event and related activities and not to engage in any activity that is dangerous or likely to cause harm, injury or damage to the person or property of others.
- Indemnification:** as a condition of being a participant of the parade, I agree on behalf of all participants in the Entry, to assume full responsibility for my conduct and the conduct and activities of our Entry and to indemnify and hold BLINK organizers harmless from any liability, claim, loss or expense (including attorney's fees) caused or arising from (a) any conduct or negligence by me or any person or part of our Entry that causes harm, damage, or injury to myself or others (b) any breach or omission of my representations or warranties, (c) any claim by my participants, employee, subcontractor or supplier, or (d) any infringement or violation by myself or others in the Entry of the rights of others.
- WAIVER and RELEASE:** I, Julie Harwood, (name of Participant/Sponsor), do hereby release and discharge the City of Cincinnati and the BLINK organizers, their officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind whatsoever for any damages and/or injuries which may result from my participation or the participation of my child or the participation of anyone involved with our Entry in the BLINK Parade.
- ACKNOWLEDGEMENT OF RESPONSIBILITY:** I, Julie Harwood (name of Participant/Sponsor) do voluntarily agree to participate in this Event and the undersigned acknowledges that there may be some hazard of personal accident or injury during the participation of said event and willingly accepts responsibility for any personal injury that may arise from this voluntary participation. The undersigned agrees to hold the City of Cincinnati and BLINK organizers harmless in the event of a personal injury or accident involving any participant of said Entry.

PLEASE READ THE FOREGOING BEFORE SIGNING: THIS DOCUMENT IS A WAIVER OF RIGHTS AND AN ACCEPTANCE OF RESPONSIBILITY.

Name of Participant/Entry/Sponsor: Boone County Schools

Name of Responsible Party (please print): Julie Harwood

Signature of responsible party: [Signature]

Date: 9/30/19