

Please Return as soon as possible so that we can assign a painter to your store!

22nd Annual HALLOWEEN WINDOW PAINTING EVENT

Newton Cultural Development
Business Participation Agreement
Email: culturalintern@newtonma.gov

The _____, (the "Business"), located at _____ agrees to participate in the CITY OF NEWTON HALLOWEEN WINDOW PAINTING EVENT to be held on October 23, 2021 (Raindate: October 24) by allowing one or more of its windows to be painted by the participants. The Business agrees to:

1. Allow the following window(s) to be painted (please specify # of windows) _____ and (Location of windows) _____ and allow an event permit to be temporarily affixed to the window(s)
2. Allow participants to put masking tape and newspaper around the window(s)
3. On the day of the Event, allow participants to paint on the window(s), with water-based paints, one or more Halloween pictures with a dimension of approximately 24" x 36"
4. Allow the Halloween picture(s) to remain on the window(s) for approximately 7 days
5. Allow a professional window cleaner hired by Newton Cultural Development to clean, at Newton Cultural Development's sole expense, the entire window on which the Halloween picture(s) is located. Business windows, which do not have a Halloween picture(s), will not be cleaned by Newton Cultural Development.

The Business consents to the use of the Business's name in connection with promotion of the Event and further gives the City and/or Newton Cultural Development the right to take and to use photographs, videotapes, and/or any other form of recording showing the exterior to the Business with the Halloween picture(s). The Business waives any right to review or approve the use of its name or its likeness for the aforementioned purposes and acknowledges that it will not receive any remuneration for use of its name and/or likeness by the City and/or Newton Cultural Development in connection with the Event.

The Business RELEASES the City of Newton, Newton Cultural Development and any of their directors, officers, employees, successors, assigns, agents and/or volunteers (collectively, the "Event Organizers") from any and all liability or responsibility for any accident or injury to person or property, or loss of business, which may occur during or because of the activities related to the Event, except for any liability or responsibility resulting from the gross negligence or willful misconduct of the Event Organizers which causes damage to the Business's window(s) being used in connection with the Event, in which event the Business further agrees to look solely to Newton Cultural Development with regard to damage to the window(s).

In the event that the Business is not the owner of the building in which the Business is located, the Business agrees to indemnify and hold harmless the Event organizers from and against any damage, claim, loss, liability or expense incurred in connection with or arising out of the Event activities which is brought against the Event Organizers by the owner of the building in which the Business is located.

The person signing this Participation Agreement on behalf of the Business represents that he/she is duly authorized to act on behalf of the Business

BUSINESS:

EMAIL ADDRESS:

FAX #:

Our Business would like to make a donation to help defray the event costs:

Check
(Made out to *City of Newton* and write HWP in the memo line)

Please mail Checks to:

Newton Cultural Development

1294 Centre St, Newton, MA 02459.

Signature

Date