

Terms and Conditions for Participation Kelly Jae's Lakeside Mural Competition

1. Organizer

Kelly Jae's Lakeside restaurant, 110 East Main Street, Syracuse, Indiana, is hosting the Mural Competition for the design of the outer wall of the restaurant.

2. Entrants

The following persons are eligible to submit entries to the Mural Competition: local artists who are 18 years of age or older as of the date the contest begins. All federal, state and local rules and regulations apply. Void where prohibited by law.

3. Subject/mission

Entries should present a proposal for an artistic design on the outer wall of the restaurant; they must be practicable. They should take the form of a 2-D mural and cover the entire wall surface. (34'2" wide, 13'5" tall on left, 11'5" tall on right) **The mural is to celebrate locally sourced high-quality food which Chef Kelly Graff is known for, have a "lakeside" theme, and offer visitors a photo op.** The diamond shaped windows in the wall must be taken into consideration for the design.

4. Timeline

The application phase begins on **December 21, 2020** and ends on **February 1, 2021**. The finalists will be announced near or around February 14, 2021 via email. The mural will be painted in Spring 2021.

5. How to enter

An entrant must fill out an entry form found at www.kellyjaes.com/mural by or before February 1, 2021. Provide the following:

- **A digital image or sketch of the proposed mural design**
- **A statement providing the story behind the mural and its content, and how it demonstrates the subject/mission**
- **Production schedule and material needs (mural will be painted in or around April 2021)**
- **Four (4) digital samples of recent work (i.e. produced within the last 5 years)**
- **An artist bio or resume (2 page maximum per person) for the individual entrant or each participating artist in a group entry.**
- **Two references for the individual entrant (i.e. provide names, addresses, emails and phone number of two professional references with knowledge of the artist's work)**

6. Prize

See Mural Creation/Installation

7. Rights of use

By taking part in the competition, entrants grant Kelly Jae's Lakeside simple use rights to the idea that has been submitted without any restraints regarding space, time and content, should the entry win. Furthermore, the entrants also declare their permission for the work submitted to be presented to the public.

In the case that the artwork is used, Kelly Jae's Lakeside, as the implementing party, may make any alterations to the artwork that may be necessary for implementation in collaboration with the creator.

Kelly Jae's Lakeside has permission to reproduce the image for their use in the future (i.e. t-shirts, menus, etc.) and reproduce the artist statement.

8. Entrant obligations

The entrant herewith declares to be the creator of the submitted work and is in possession of the necessary rights. The entrant will exempt Kelly Jae's Lakeside from any claims made by third parties.

The entrant is responsible for the proper taxation of the prize money.

9. Mural Creation/Installation

The artists and the winner must mutually agree on final mural design prior to painting. The mural must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening, or is otherwise unlawful. Painting dates are projected to occur in April 2021.

The mural will be painted by the person(s) hired by the entrant or the entrant themselves. The entrant is fully responsible to bring the artwork into fruition. **All expenses to create the mural will be met by the winner.** This will be on permanent display at Kelly Jae's Lakeside façade.

The prize is \$1,800 which includes material, labor, equipment and prize money. Fifty percent (50%) of the prize money will be paid prior to the commencement of the works and the final payment will be upon completion of the mural, on the dates allocated. The prize money, has been worked out accurately and will not be flexible. The artist needs to ensure they do not overspend. The artist will sign an undertaking, confirming that all works shall be completed on the dates allocated. The artist will be liable to protect and clean the road adjacent to the artwork during and after the completion of the mural.

The artist will ensure to have the area cordoned off, as to protect the public from getting stained.

10. General Conditions

Kelly Jae's Lakeside reserves the right to cancel or postpone the competition, either partly or entirely, in the case of unforeseen events.

If individual clauses in these terms and conditions for participation should be void, the validity of the remaining clauses shall in no way be affected.

There is no right of appeal.

The entrant accepts the terms and conditions for participation by submitting to the competition.

LIMITATION OF LIABILITY; RESERVATION OF RIGHTS: Kelly Jae's Lakeside shall not be liable to the winners or any other persons for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemic or pandemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond Kelly Jae's Lakeside's reasonable control.

Kelly Jae's Lakeside is not responsible or liable to entrants or any other persons for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone, broadband, wireless or other network, computer online system, computer equipment, server, provider, mobile device or software, including without limitation any injury or damage to entrant's or any other person's computer or mobile device relating to or resulting from participation in the Contest; theft, tampering, destruction, or alteration of, or unauthorized access to, entries; data that is processed late or incorrectly or that is incomplete or lost due to computer or electronic malfunction or traffic congestion on transmission lines or the Internet or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Kelly Jae's Lakeside is not responsible or liable to entrants or any other persons for any damage to the Murals caused during or after installation, or for any repairs or removals that may be required or ordered.

Kelly Jae's Lakeside reserves the right to repaint, cover or remove all or a portion of any Mural after installation, in its sole discretion, for any reason or at any time.

If for any reason it is not possible to operate this Contest as planned, or if this Contest email or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Kelly Jae's Lakeside's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Kelly Jae's Lakeside reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Contest or any portion thereof.

Notwithstanding the foregoing, Kelly Jae's Lakeside reserves the right, in its sole discretion, to cancel or modify the Contest for any reason or no reason.

GENERAL: Entrants agree to release and waive any claims they may have against Kelly Jae's Lakeside and its affiliates, and their respective trustees, officers, employees and agents, for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of the prize; installation, repair, covering or removal of the Mural; damage to the Mural; participation in this Contest; or any technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer, mobile device or transmission device or its dating mechanism, equipment, hardware, software, or any combination thereof, or any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. By entering the Contest, entrants affirm that they have read and accepted these Official Rules. Entrants agree to defend, indemnify and hold harmless Kelly Jae's Lakeside and its trustees, officer, employees and agents, against any and all claims arising out of Kelly Jae's Lakeside's use of the entrants Mural and Statement, and if the Mural includes a recognizable person or people, claims arising out of Kelly Jae's Lakeside's use of the person's likeness in Kelly Jae's Lakeside's digital accounts including, Facebook, Twitter and Instagram, social media channels, in print publications and broadcast news outlets. The Contest shall be governed by and construed in accordance with the laws of the State of Indiana. By entering the Contest, entrants hereby submit to the jurisdiction and venue of the federal and state courts of Indiana and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.