



Artwork Agreement

ARTS ALIVE INGLESIDE

INDEPENDENT
ARTS & MEDIA

This Artwork Agreement (“Agreement”), between (“Artist”) and Independent Arts & Media, the OMI Cultural Participation Project and the Ocean Avenue Association (collectively, “Clients”), shall govern the respective rights of Artist and Clients with respect to the artwork described herein. Artist understands that Clients intend to offer the original Work, as described herein, for sale as part of a charity auction to raise funds to support an art banners project along the Ocean Avenue business district known as Arts Alive Ingleside.

I. SCOPE OF WORK COMMISSIONED

Artist and Clients expressly agree that the artwork to be created by Artist pursuant to Clients’ specifications shall be limited to, unless modified in a writing signed by all parties, the following artwork, hereafter known as the “Work”:

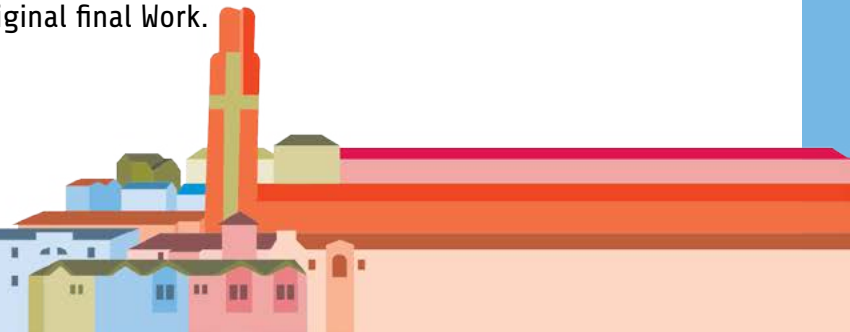
- (a) Specifications as provided by Clients at the time of execution of this Agreement and incorporated herein as Exhibit A.
- (b) Artist shall provide Clients with preliminary sketches or drawings of the proposed Work by no later than **SEPTEMBER 30, 2015**.
- (c) Approval of the proposed Work shall be at Clients’ sole discretion, and Clients shall notify Artist of approval within 14 days of receipt of the proposed Work.
- (d) Clients agree to use the Work subject to the Rights Transferred in Section III, below.
- (e) Artist understands that the Work will be displayed on a public street and should be appropriate for all ages to view.

II. DEADLINES AND COMPLETION

Upon receipt of Clients’ specifications pursuant to Section I(a), above, which Clients agree are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule:

Completion of any preliminary Work: **SEPTEMBER 30, 2015**.

Completion of final Work, subject to Clients’ approval of the preliminary Work: **NOVEMBER 21, 2015**.
Upon such date, Artist will provide Clients with the original final Work.



III. RIGHTS TRANSFERRED

Artist and Clients agree that the following rights shall be transferred from Artist to Clients upon completion of the Work. Any rights not expressly specified herein shall be reserved by Artist:

- (a) **ALL-RIGHTS FOR LIMITED PURPOSE.** Artist hereby grants and assigns to Clients the exclusive rights to publish, print, employ, advertise, or otherwise utilize the Work exclusively in relation to (A) marketing or promoting the present and/or future art banners projects along the Ocean Avenue business district, and (B) marketing or promoting revitalization efforts of the Ocean Avenue business district, and not in furtherance of any other purpose not stated herein, unless modified by a writing signed by both parties. Marketing and promoting (A) art banners projects or (B) revitalization efforts may include, but may not be limited to, use of the Work for posters, flyers, t-shirts, social media and banners. Any funds raised in connection with these marketing and promotional activities will be used solely to benefit the purposes identified in this Section III(a).
- (b) **RIGHT TO SELL THE ORIGINAL FINAL WORK.** Artist hereby grants and assigns to Clients the exclusive right to sell the original final Work as part of a charity auction to raise proceeds in support of an art banners project along the Ocean Avenue business district. If the final Work is not sold as part of the charity auction, Clients shall return the original Work to the Artist.

IV. COMPENSATION

- (a) **ARTIST FEE.** Upon execution of this Agreement by all parties, Clients agree to compensate Artist with a \$50 Artist Fee for the purpose of Artist obtaining supplies related to completing the Work. The \$50 Artist Fee will be paid within 15 days of execution of this Agreement.
- (b) **50% OF CHARITY AUCTION PROCEEDS FOR THE WORK.** Artist and Clients agree that any additional compensation to Artist upon completion of the final Work will be 50% of the total proceeds, after calculation of sales tax, obtained by Clients for the Work as part of the charity auction to be held in support of the Ocean Avenue art banner project. Artist will not be entitled to auction proceeds for any item other than the Work subject to this Agreement. Artist understands that there is no guarantee of payment should the Work fail to sell at the art banners auction. Clients agree to notify Artist of the total amount (if any) obtained for the Work at the art banners auction within 15 days of completion of the auction.

V. TERMINATION. Any party may terminate this Agreement at any time by sending written notice thereof to all other parties. Should Clients terminate this Agreement after the charity auction to be held in support of the Ocean Avenue art banners project, Clients shall remain liable to Artist for compensation owed pursuant to Section IV(b), above.

VI. NON-PAYMENT; REMEDIES. Any delinquent payments due Artist from Clients shall not bear interest. Artist agrees that Clients shall not bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

VII. FORM OF COPYRIGHT NOTICE. Clients agree to provide copyright notice in the name of Artist as follows:

Illustration © 2015, [Artist's name]

VIII. SEVERABILITY; INTEGRATION. Clients and Artist agree that this Agreement shall not be amended except by a writing executed by all parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

IX. WARRANTY OF ORIGINALITY. Artist represents and warrants to Clients that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Clients which may infringe upon the rights of any other person. Clients agree that it shall hold Artist harmless for any claim or liability caused by Clients' use of Artist's Work to the extent such use infringes upon the rights of any other person and subject to Artist's representation and warranty of originality.

X. RELEASE OF LIABILITY. Clients agree that they shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Artist or of any third party. Notwithstanding the foregoing, Artist agrees to waive, release, indemnify and hold harmless the Clients and their officers, agents, and employees from and against any and all claims, costs of liabilities, expenses or judgments, including attorney's fees and court costs arising out of Artist's participation in this event and any illness or injury resulting therefrom, except injury deliberately or willfully caused.

Consented and Agreed to this of, 2015.
DAY MONTH

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ARTIST ELECTRONIC SIGNATURE

.....
DATE

.....
MARIA FE PICAR, PROJECT DIRECTOR
INDEPENDENT ARTS & MEDIA
OMI CULTURAL PARTICIPATION PROJECT

.....
DATE

