

# ACP

the arts of courage project

## ARTIST'S AGREEMENT

I am entering into this Artist's Agreement (the "Agreement"), as of \_\_\_\_\_, 20\_\_\_\_, for the benefit of The Arts of Courage Project (the "Project").

## BACKGROUND

- A. The Project's mission is to create an opportunity for cancer patients and survivors to express themselves artistically, and to showcase works of art that demonstrate the many facets of survivorship and the courage it takes to express one's self in this manner.
- B. The Project may produce one or more events at which these works of art will be featured and auctioned. The Project may also publish books and other media featuring these works of art and use these works of art in the marketing and promotion of the Project. The net proceeds of these events and publications will be donated to charitable organizations affiliated with programs to assist cancer patients and/or survivors.
- C. I have created, or own, the following artwork (the "Artwork"): *Please describe the Artwork by name, artist, year as it relates to the subject matter, dimensions, logistical needs and, if possible, attach a printed copy to this Agreement.*

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- D. Subject to the terms of this Agreement, I wish to support the Project by granting a non-exclusive license for the use of the Artwork in connection with the Project or by assigning and transferring to the Project ownership of the Artwork.

In consideration of the foregoing, I agree as follows:

## AGREEMENT

**1. Conveyance of Rights.** (Please check only one of the following boxes; if you do not check a box, you will be deemed to have chosen to assign the Artwork):

- License.** I hereby grant to the Project a non-exclusive, perpetual, irrevocable, worldwide, freely transferable and sublicenseable, royalty-free, fully paid up right and license to use, display, publish, copy, reproduce, broadcast, perform, transmit, distribute, transfer, create derivative works based on, combine with other information or materials, sell, and/or otherwise exploit the Artwork, in any manner or media throughout the world, currently existing or hereafter devised, for the purposes described in this Agreement, without any obligation to provide compensation to me or to seek my approval in respect of any such use.
- Assignment.** I hereby irrevocably assign, transfer and convey to the Project, its successors and it assigns, as of the date of this Agreement, any and all of my right, title and interest in and to the Artwork, in perpetuity, in any and all media, territories and jurisdictions throughout the world, now known or hereafter devised, including but not limited to, any and all intellectual property rights in the Artwork and the right to prosecute and recover damages for all past, present and future infringements and other violations of the Artwork to which I am or may at any time become entitled. I also hereby irrevocably waive and assign to the Project any and all so-called moral rights or "droit moral" I may have in or with respect to the Artwork.

**2. Persona.** I hereby grant to the Project an unrestricted, irrevocable, perpetual, worldwide, royalty-free, freely transferable and sublicenseable, fully paid up right and permission to use, re-use and incorporate, in any form, manner or media whatsoever, now known or developed hereafter, my name, likeness, image, photographs, biographical information, and other indicia of my identity or persona (collectively, "Persona") in connection with the Project's use of the Artwork, the marketing and promotion of the Project and in connection with the Project's fundraising efforts, without any obligation to provide compensation to me or to seek my approval in respect of any such use.

**3. Release.** I hereby fully and forever release, hold harmless, waive, discharge and covenant not to sue the Project or any members, directors, officers, employees, volunteers, agents or representatives of the Project (the "Project Parties") from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses of every kind and nature whatsoever, arising directly or indirectly from, or in connection with, the Project's use of the Artwork and/or my Persona as permitted in this Agreement.

**4. Warranties.** I hereby represent and warrant that: (i) I have the right to enter into this Agreement and to perform my obligations hereunder, and such execution and performance will not violate any other agreement or obligation by which I am bound; (ii) if I am licensing the Artwork to the Project, I possess all rights necessary to grant to the Project the rights and licenses granted under this Agreement; (iii) if I am transferring the Artwork to the Project, I have not previously granted, pledged or made any other disposition to any person, of any right, title or interest in or to the Artwork; and (iv) my performance of this Agreement will not breach any other agreement to which I am bound.

**5. Miscellaneous.** This Agreement will be governed by the laws of the State of Illinois without regard to conflicts of laws principles. This Agreement supersedes any and all prior agreements between the Project and me, whether oral or written, regarding the subject matter hereof, and constitutes the entire agreement between the Project and me with respect to such subject matter. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the Project and me and our respective heirs, successors and assigns.

IN WITNESS WHEREOF, I have executed this Agreement as of the date of this Agreement.

## ARTIST:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: (     )     \_\_\_\_\_ Email address: \_\_\_\_\_