



ARTIST COPYRIGHT AGREEMENT

(fill out, sign and return with application)

WHEREAS, _____ (artist's name), an individual having an address _____ is the Author of the design and sketches (collectively referred to as the "Design") attached to the application submitted to the Saugerties Chamber of Commerce, "Shine On Saugerties " Committee on the same date of this assignment;

WHEREAS, the Artist understands and acknowledges that, as part of the application process, it is intended that the Saugerties Chamber of Commerce with an address of PO Box 731, Saugerties, NY 12477, "Shine On Saugerties "; owns the entire right, title and interest in and to the Design;

WHEREAS, the Artist understands and acknowledges that he/she will be notified in writing by the "Shine On Saugerties" Committee whether his/her design has been selected and approved;

WHEREAS, the Artist understands and acknowledges that, upon the artist's receipt of written notification that his/her design has been selected and approved, he/she shall apply that Design to the Artist's Guidelines provided by the "Shine On Saugerties" Committee, thereby creating a "Finished Art Piece" ready for outdoor display during the summer of 2014.

WHEREAS, the Artist desires to transfer all of his/her right, title and interest in and to the Design, including but not limited to, all derivative works which are based on the Design to the Saugerties Chamber of Commerce;

WHEREAS, the Artist understands and acknowledges that the Saugerties Chamber of Commerce shall continue to be the sole and exclusive owner of the entire right, title and interest in and to the Design, including, but not limited to, all derivative works based on the Design if the "Finished Art Piece" is approved for exhibition as described in detail in the Call for Artists to "Shine On Saugerties " and that in such case the committee will pay the artist a stipend of \$50. to help defray the cost of materials used in the execution of a design chosen for exhibition. The Artist will also receive 30% of the gross sale price paid for his/her Design at the final Gala and Auction.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Artist hereby assigns to the Saugerties Chamber of Commerce all his/her right, title and interest in and to the Design and to any derivative works based on the Design including but not limited to any rights it may have in the Finished Lighthouse, together with all copyright application and registrations therefore.

The Artist acknowledges and agrees that, due to the nature of the public display of the finished Design, "Shine On Saugerties" shall not be liable for any distortion, mutilation, modification or destruction of the finished Design by accident, act of God or person. The Artist hereby waives his/her rights under the Visual Artists Rights Act ("VARA"), 17 U.S.C. 106A, as against "Shine On Saugerties" in the event of such distortion, mutilation, modification or destruction.

The Artist further acknowledges and agrees that if the finished piece is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, "Shine On Saugerties" shall have the right to make, or have made, such repairs, even if the repairs would constitute distortion, mutilation or modification under VARA. The Artist hereby waives his/her rights under VARA in the event and to the extent "Shine On Saugerties" deems such repair necessary.

The Artist represents to "Shine On Saugerties" that he/she is the sole author of the Design and that the Design is an original work of authorship which does not infringe upon the copyright rights or on intellectual property rights of others, and that he/she has the unencumbered right to make this assignment.

In the event the Design is not approved or selected for exhibition, as described in the Call for Artists, "Shine On Saugerties" shall assign (and hereby does assign) back to the Artist all its right, titles and interest in and to the Design.

Artist Signature: _____

Print Name: Address: Design Title:

Date: _____

*Artist Signature: _____

Print Name: Address: Design Title:

Date: _____

*If a collaborative effort, each artist must sign, print name and date. Witness Signature:

Print Name:

Address:

Date: _____