

2010 Summer Solstice Celebration Poster & T-shirt Design Entry Artist Display Agreement and Usage of Image Agreement

This agreement is made on January 22, 2010, between _____
(Artist) and the Summer Solstice Celebration, Inc. (SSC).

Summer Solstice Celebration (SSC) would like to thank you for participating in the creation of the art to be used for the 2010 event. The artworks chosen will be used for the printed posters and/or T-shirt design, other products for Solstice and in our advertising and promotion. In some instances the poster design is different from the T-shirt design. SSC will assume responsibility for the final format of the artwork and is not obligated to use any design whatsoever if it feels that none of the entries meet the artistic standards of SSC.

Due to space limitations of the exhibit space at the Sojourner Café, some of the entries may not be accepted for showing and those artists will be notified and must pick up their artwork on TUESDAY, January 26th at 924 Anacapa Street, Suite B1-F between the hours of 11:00 pm and 5:00 pm. Any artwork not collected by the artists will become the property of SSC to dispose of such artwork in whatever manner they choose.

The parties further agree as follows:

1. All entries are to be delivered to 924 Anacapa St. Suite B-1F, Santa Barbara, CA 93101, on Friday, January 22, 2010. All artwork placed with SSC will remain under the ownership of the artist.
2. Artist will pay SSC \$15.00 per entry for artwork entered in the competition with the maximum number of entries per artists being three. Children \$10 per entry. In the event the artwork is not selected for hanging there will be no refund of any entry fees.
3. SSC is not responsible for any loss or damage to artwork including its framing, glass, regardless of where SSC displays, stores, transports or transfers the artwork. The Artist assumes any and all risk for loss, theft or damage to artwork. Artist does hereby defend, indemnify, and hold harmless SSC from and against any and all claims, liabilities, demands, lawsuits, losses or expenses incurred by SSC in any amount relating to SSC's display, storage or transfer of the artwork, including any attorney's fees or costs to enforce this indemnity.
4. The selected artwork will be exhibited at the Sojourner Café at 134 E. Canon Perdido, Santa Barbara, CA 93101 from January 23 through February 13, 2010. Artwork will be available for pickup beginning Tuesday, February 16, 2010 between the hours of 11:00 am to 5:00 pm or by appointment between Tuesday and Friday of that week. Any artwork remaining in the exclusive possession of SSC after 4:30 pm on February 20, 2010 shall become the sole and exclusive property of SSC to dispose of in whatever manner they choose.
5. If Artist sells the artwork to a third party at any time between January 23th and February 16, 2010, or as a direct result of this exhibition, the artist agrees to pay SSC thirty percent (30%) of the gross sale price to SSC in consideration for providing Artist the opportunity to display the artwork. Artist is solely responsible for any and all taxes due on the sale of the artwork. Any artwork sold must remain hanging on display until February 13, 2010.
6. In the event Artist's artwork is selected for the T-shirt and or Poster design the artist agrees to grant SSC exclusive reproduction rights to said artwork. SSC may use the design on all of their products, T-shirts, posters, bags, mugs, hats,

etc. and in their advertising and promotional materials, in their marketing materials and in their electronic media. The contest winner or winners will be paid one percent (1%) of the gross sales of the products (commission) using their design. The commission will be paid on sales of the products with their design for the period April 1, 2010 to September 30, 2010 and will be paid the commission on or before October 15, 2010. After October 1, 2010 any product sold will not receive a commission. The artist whose work is selected for the Poster design will receive 10 copies of the signed and numbered poster. The artist will sign and number 200 copies for SSC. The artist whose work is selected for the T-shirt design will receive ten (10) t-shirts with their design. SSC reserves the right to make adjustments to the artwork for purposes of reproduction and to configure the work to the needs of the poster and or T-shirt design. Any remaining product with artists work shall be the sole property of SSC and no commission will be paid on sales thereof.

Agreed to on the date indicated above:

By the Artists _____

Phone _____ email _____

Address _____

Artwork title: _____

Media: _____ Number of pieces _____

Price: _____

For Summer Solstice Celebration: _____

TO SIGN WHEN PICKING UP YOUR ARTWORK

ACKNOWLEDGEMENT OF RETURN OF ARTWORK

Artist signature _____

Date: _____ Number of pieces _____