

2023 Summer Solstice Celebration Poster & T-shirt Design Entry Artist Display Agreement and Usage of Image Agreement

This agreement is made on February 17, 2023 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 2023 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 will differ 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.

Some of the entries may not be accepted for showing due to space limitations, and those artists will be notified and must pick up their artwork on TUESDAY, February 21, at 924 Anacapa Street, Suite 3-H between the hours of 10:00 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 3-H Santa Barbara, CA 93101, on Friday, February 17, 2023. All artwork placed with SSC will remain under the ownership of the artist.

2. Artwork must be ready to hang with a wire in place securely.

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 loDo Studios, 216 E. Gutierrez St Santa Barbara, CA 93101 from Feb. 22 – March 2, 2023.

Artwork will be available for pickup AT THE SOLSTICE OFFICE beginning Tuesday, March 7, 2023, 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 March 17, 2023, 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 February 22 and March 2, 2023, 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 after the Reception on March 2, 2023.

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, 2023 to September 30, 2023 and will be paid the commission on or before October 15, 2023. After October 1, 2023 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. Commission on sale of Solstice Books is excluded. Agreed to on the date indicated above:

By the Artists _____

Phone _____ email _____

Address _____

Artwork title: _____

Media: _____ Number of pieces _____

Price: _____

For Summer Solstice Celebration

Penny Little, Executive Director

TO SIGN WHEN PICKING UP YOUR ARTWORK

ACKNOWLEDGEMENT OF RETURN OF ARTWORK

Artist signature _____

Date: _____ Number of pieces _____