

Artist Agreement / Waiver

I, _____, understand and agree to the following:
(please print name here)

By submitting this design proposal for the Syracuse Northeast Community Center, Inc. (SNCC) garden mural, I agree that my participation in this contest is voluntary. Furthermore, my participation constitutes permission for the SNCC and its successors and assigns to use my name, likeness, photographs, design proposal and any and all artwork and other materials submitted as part of the design proposal (and, if selected as the winning entrant, that which is subsequently created for and related to the mural, including the mural itself) (collectively, the "Work") for publicity, full scale reproduction, promotional, fundraising, educational and all other purposes, all without restriction of any kind.

I represent and warrant that the Work is my own intellectual property and that by submitting it I hereby irrevocably agree to assign and hereby transfer and assign to SNCC and its successors and assigns in perpetuity, all right, title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, in and to the Work, including, without limitation, any and all derivatives and the right to collect past, present, and future royalties from the licensing thereof. Further, I waive any and all claims with respect to the use, display, publication, reproduction, exhibition, installation, conservation, study, alteration, creation of derivative works and any other activities conducted with respect to the Work.

If selected as the winning entrant, I agree to execute a waiver permanently waiving all rights under the Visual Artists Rights Act, including, but not limited to, the right to prevent any distortion, mutilation, modification or destruction of the mural.

I acknowledge that I have carefully read this Artist Agreement / Waiver. I fully understand and agree that by signing below, I, for myself and my heirs, executors, administrators and personal representatives, voluntarily release and discharge SNCC and its successors and assigns from, and hereby waive, any and all claims and rights to bring a legal action or to assert a claim against SNCC, its successors and assigns, and the owner of the property where the Work will be created and/or appears, in any way relating to the Work. I understand and agree that this Artist Agreement / Waiver is to be as broad and inclusive as is permitted by New York State law, and that if any portion hereof is held invalid, the remaining terms shall continue in full force and effect.

[Signature Page to Artist Agreement / Waiver Follows]

SIGNATURE PAGE TO
ARTIST AGREEMENT / WAIVER

_____, _____
Last name First Name

Address: Street number and name City State Zip Code

(____) ____ - ____ (____) ____ - ____
Home Phone Cell Phone Email

Entrant's Signature Date ____/____/____

Complete the following ONLY if the entrant is LESS than 18 years old. By completing the following and signing below, I acknowledge and agree that I am the parent or legal guardian of the entrant and that I agree to the terms of this Artist Waiver for myself and on behalf of the entrant identified above.

Age Grade Name of School

_____, _____
Parent/ Legal Guardian Last Name First Name

Address: Street number and name City State Zip Code

(____) ____ - ____ (____) ____ - ____
Home Phone Cell Phone Email

Parent/Legal Guardian Signature Date ____/____/____