

AGREEMENT FOR COMMUNITY ART SHOW

This Agreement is entered into between Fort Collins Jaycees, a Colorado not for profit corporation, whose address is PO Box 271361, Fort Collins, CO 80527 (hereinafter "Fort Collins Jaycees") and _____, whose address is _____ (hereinafter "Artist") and is effective on the date it is signed by the last signatory. The Artist and Fort Collins Jaycees are referred to in this Agreement together as the "Parties," we, "our" or "us" or individually as a "Party."

RECITALS

Whereas Artist and Fort Collins Jaycees desire that Fort Collins Jaycees shall enroll, promote and otherwise allow Artist's artwork to be involved Fort Collins Jaycees project called "Community Art Show" under terms of this Agreement. The Parties want to use this Agreement to define the Parties terms and conditions concerning their agreement as provided herein. The Parties acknowledge and agree that Fort Collins Jaycees desire to promotion artistic awareness in the community and makes no warranties, representations, or guarantees concerning the type, amount, and effectiveness of promotion and marketing of Artist's work and that the Fort Collins Jaycees are not selling or attempting to sell Artist's work under this agreement or in the Community Art Show.

Therefore, in consideration of the Parties rights and obligations set out below, the Parties agree as follows:

AGREEMENTS

- 1. Fee.** Artist shall pay Fort Collins Jaycees a "listing fee" of \$25 per piece of art that the Artist agrees to be part of the Community Art Show. Payment shall be made to Fort Collins Jaycees upon execution of this Agreement.
- 2. Term.** The Parties agree that this is a non-exclusive agreement, whereas Artist make contract with and otherwise enter into other contracts with other persons, parties, marketing agencies and perform other marketing and sales techniques. This Agreement is in effect from the date signed below until October 4th, 2008. This Agreement shall terminate on October 4th, 2008, at which time the Artist listing artwork shall be returned to the Artist.
- 3. Duties** Fort Collins Jaycees shall receive Artist's work more as described on Exhibit A, attached herein by reference. The Artwork listed my be referenced by a title or name provided by the Artist. Fort Collins Jaycees shall display Artist artwork and list the same in the Community Art Show, whereas, the Fort Collins Jaycees will display the Artist artwork in the Opera Galleria Building, located at 123 North College avenue in downtown Fort Collins, Colorado. The artwork will be displayed in the hallways and other common areas of the Opera Galleria Building. The artwork will be promoted, displayed and available for public viewing and display in the common areas of the Opera Galleria Building, including but not limited to being placed on the walls of the hallways in the building. Fort Collins Jaycees will obtain permission from the owner of the Opera Galleria Building to allow such display and promotion of artwork in the Community Art Show. The Artist hereby acknowledges and agrees that the artwork listed in this agreement is the original artwork by the Artist and that the Artist has the rights to display, list, sell and otherwise has ownership rights in the artwork. The Artist is responsible for making arrangements to pickup and otherwise obtain the Artist's artwork within 10 days of the termination of this agreement. The Artist is responsible for periodically checking on their artwork on display and assuming that such display is presented appropriately and any offer of purchase said artwork is correct. Artist is encouraged to provide Fort Collins Jaycees with all appropriate information, marketing materials, contact information, biographically information on Artists, and any other appropriate information for participation in the Community Art Show.
- 4. No Warranties or Representations:** The Parties acknowledge and agree of the inherit risk of this venture and that neither Party makes no warranties (implied or expressed), promises, or guarantees concerning the effect and results of the promotion, sale of art, amount, type and effectiveness of advertisements placed and conducted for on behalf of Artist. Fort Collins Jaycees shall utilize its best efforts to achieve positive results for the Community Art Show, and hereby make no warranty, implied or express on whether or not such listing in the Community Art Show will result in any amount, type of promotion or advertisement of Artist's artwork or the sale of any of the Artist's artwork.
- 5. Authorized Use of Names.** Artist may use Fort Collins Jaycees name and state that Artist artwork was a listing in the Fort Collins Jaycees Community Art Show in Artist own advertisement and promotion. Fort Collins Jaycees may use Artist name, trademarks, copyright material, likeness, and the listing artwork's name, title, copyright material, and likeness in all marketing and promotion of the Community Art Show, including but not limited to television, radio, posters, and other print media. The Artist hereby authorizes the Fort Collins Jaycees to allow DDA (Downtown Development Authority) to also use Artist name, trademarks, copyright material, likeness, and the listing artwork's name, title, copyright material, and likeness in all marketing and promotion of the Community Art Show, including but not limited to television, radio, posters, and other print media use.
- 6. Best Efforts.** Both Parties agree to utilize their best efforts to comply with the terms herein.
- 7. Indemnification and Release of Liability.** The Artist hereby release, waive, acquit and forever discharge the Fort Collins Jaycees, their assigns, and owner of the Opera Galleria Building, and their agents and assigns, of any and all claims whatsoever of every nature which may be incurred to Artist listing artwork in the Fort Collins Jaycees Community Art Show. To the extent that Fort Collins Jaycees or Downtown Development Authority shall be

responsible for any such claim, damage or award, the Artist shall hold harmless and indemnify them. The undersigned hereby expressly assumes such risk and hereby agrees to hold harmless, release, waive and discharge Fort Collins Jaycees, the Downtown Development Authority and their agents and assigns, from any and all claims, losses, liabilities, damages or expenses the undersigned may have incurred as a result of any damage, injury incurred by the Artist participation in the Community Art Show. The Artist acknowledges and understands that participation in these activities may involve an inherent risk of physical damage to the Artist's artwork, through no fault of Fort Collins Jaycees or Downtown Development Authority in undertaking such activities, such risks include but are not limited to theft of artwork, damage or vandalism to the artwork, fire, terrorism, criminal activity, flood or other natural disasters. Thereby the Artist assumes full responsibility for the inherent risks involved with this activity. Artist is encouraged to obtain comprehensive liability insurance coverage covering such a loss. Fort Collins Jaycees has no insurance policy covering such a loss. This release and indemnification shall be binding upon the Artist, their heirs, personal representatives and estate, heretofore for the date indicated.

8. Notice Process. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given to the address provided in the opening paragraph if this Agreement.

8. Entire Agreement; Amendment; Enforceability; Interpretation, Assignment, Venue. This Agreement expresses our entire understanding about its subject matter and is the only agreement, promise or understanding on which we are relying in performing the duties this Agreement describes. The only way this Agreement may be amended changed or waived will be through a written document signed by the Parties. Neither party may assign, transfer or otherwise transfer the rights and obligations under this agreement without the prior written consent of the other party. This Agreement is enforceable by and against each party and anyone else who has or who obtains the rights under this Agreement from either Party. This Agreement will be interpreted and enforced under Colorado law. No part of this Agreement should be construed against either party on the basis of authorship. Any unenforceable provision of this Agreement will be modified to the extent necessary to make it enforceable or, if that is not possible, will be severed from this Agreement, and the remainder of this Agreement will be enforced to the fullest extent possible. The Parties state and agree that venue for any breach under this agreement shall be Larimer County, Colorado. Time is of the essence. **To the extent desired the Parties have sought the advice of legal counsel, prior to execution of this agreement.**

9. Attorney Fees; Expert Witness Fees, and Costs In any dispute or litigation of an dispute between the parties, in addition to any relief, order, or award that enters, the prevailing party will be awarded reasonable attorney fees, expert witness fees and costs.

10. Assignment of Rights and Obligations. The Fort Collins Jaycees may assign its rights or obligations under this Agreement at anytime without advance notice to the Artist. Artist may assign the Artist's rights only with the Fort Collins Jaycees prior written approval.

I have read this agreement and I fully understand its terms, conditions and meaning as the language is clear and unambiguously expresses the intent of the parties.

The undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be effective as if the originals.

By: _____

Date: _____

Name of Artist: _____

By: _____ (Signature of Representative of Fort Collins Jaycees)

Name: _____, Date: _____

EXHIBIT A
TO AGREEMENT FOR ART PROMOTION

Listed below is a description of Artist's artwork to be listed in the Fort Collins Jaycees Arts Festival for 2008.

Description of artwork

Title

1) _____

2) _____

3) _____

4) _____

Signed by: _____
Artist

Fort Collins Jaycees