

Runners ART Parade 2014

Manchester, Connecticut

Artist Statement

WHEREAS, _____
(fill in name of artist), an individual having an address of _____

_____ (“Artist”) is the author of the design and sketches (collectively referred to as the “Design”) attached to the application submitted to the Runners ART Parade on the same date as the date of this Assignment;

WHEREAS, Artist understands and acknowledges that, as part of the application process, it is intended that the Runners ART Parade with an address of 903 Main Street, Manchester, CT 06040 own the entire rights, title and interest in and to the Design;

WHEREAS, Artist understands and acknowledges that, if the Design is approved, he/she will apply that design to a runner sculpture provided by the Runners ART Parade thereby creating a “Finished Runner”.

WHEREAS, 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 Runners ART Parade;

WHEREAS, Artist understands and acknowledges that the Runners ART Parade 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 Runner Sculpture is approved for exhibition, as described in detail in the Request for Proposals and Application to the Runners ART Parade.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Artist hereby assigns to the Runners ART Parade 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 Runner Sculpture, together with any and all copyright applications and registrations therefore.

Artist acknowledges and agrees that, due to the nature of the public display of the Finished Runner Sculpture, the Runners ART Parade shall not be liable for any distortion, mutilation, modification or destruction of the Finished Runner Sculpture by accident, act of God or person. Artist hereby waives his/her rights under the Usual Artists Act (“VARA”), 17 U.S.C. 106A, as against the Runners ART Parade in the event of such distortion, mutilation, modification or destruction.

Artist further acknowledges and agrees that if the Finished Runner Sculpture is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, the Runners ART Parade shall have the right to make, or have made, such repairs, even if the repairs would constitute a distortion, mutilation or modification under VARA. Artist hereby waives his/her rights under VARA in the event and to the extent that the Runners ART Parade deems such repair necessary.

Artist represents to the Runner ART Parade that he/she is the sole author of the Designs and the Design is an original work of authorship which does not infringe upon the copyright rights or any intellectual property rights of others, and the 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 Request for Proposals, the Runners ART Parade shall assigning (and hereby does assigning) back to Artist all its right, titles and interest in the Design.

