

IMPERIAL BEACH ARTWORK SUBMISSION PROGRAM
PARTICIPATION AGREEMENT

In submitting the attached artwork (ARTWORK, which includes photo and other artwork) to the City of Imperial Beach (CITY) and participating in the City of Imperial Beach's Artwork Submission Program, I, _____ (SUBMITTER), hereby warrant and agree to the following:

A. WARRANTIES

1. SUBMITTER warrants to City that he/she has lawful ownership rights to ARTWORK and acknowledges that once submitted, ARTWORK becomes the property of CITY;
2. ARTWORK is the result of SUBMITTER'S sole artistic efforts;
3. ARTWORK is an original and does not infringe upon any copyright or patent;
4. ARTWORK is free and clear of any lien.
5. SUBMITTER has submitted a signed release form from any identifiable person in PHOTO.

B. INTELLECTUAL PROPERTY LICENSE

1. Except for title and possession and as further set forth in this Agreement, pursuant to the Copyright Act of 1976 (17 U.S.C. Section 101 et. Seq.), SUBMITTER will retain the copyright and all other rights in and to ARTWORK. SUBMITTER grants to CITY an irrevocable and non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of ARTWORK in any manner whatsoever relating to any CITY publication or event, including, without limitation:

- a. Public display as well as reproduction on CITY items, such as print ads, postcards, buttons, posters, applications, and web site;
- b. Educational, public relations, and/or art promotion purposes;
- c. Publication of ARTWORK in CITY-produced brochures, posters, and pamphlets;
- d. Reproduction in exhibit catalogues, books, slides, postcards, posters, and calendars;
- e. Publication in art magazines, art books, and newspapers;
- f. Publication in books and magazines not primarily devoted to art but of an educational, historical or critical nature; and
- g. Television programs for educational and/or informational purposes.

2. CITY will include SUBMITTER'S name and the copyright symbol will appear on or near the image on all printed materials.

3. CITY may alter images of ARTWORK as necessary, to fit into reduced or enlarged format sizes.

4. CITY may use ARTWORK on CITY merchandise and commercial items which may be sold for fundraising purposes.

5. Pursuant to 17 Section 106A(e) of the Copyright Act and California Civil Code Section 987(g)(3) and only to the extent that this Agreement differs, SUBMITTER expressly waives any rights that he/she may have under California Civil Code Section 987 or 17 U.S.C. Sections 101 et. seq., including, without limitation, 17 U.S.C. Sections 106, 106A, and 113, or any successor statutes) or regulations.

C. HOLD HARMLESS

SUBMITTER agrees to release CITY, its agents, officials, employees, and certified volunteers from and against all liability, including copyright or patent infringement claims or causes of action, arising out of this Agreement and claims arising from SUBMITTER'S participation in the CITY's Artwork Submission Program. SUBMITTER agrees to defend (with counsel satisfactory to CITY), indemnify and hold CITY harmless and free from all liability, whether caused by the negligence or willful misconduct arising out of SUBMITTER'S participation or association with the CITY's Art Submission Program.

CONTESTANT agrees to pay all costs incident to any claim, including without limitation, attorneys' fees.

I agree to the terms set forth in this Contestant Participation Agreement. I further agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the United States and State of California.

Name: _____
(Please print)

Signature _____

Dated: _____

File Name of Artwork:

******Parent/Guardian signature is required if Contestant is under 18 years old.**

Name of Parent/Guardian for Minor:

(Please print)

Signature of Parent/Guardian for Minor

Dated: _____