



**COPYRIGHT ASSIGNMENT**

WHEREAS, \_\_\_\_\_ [fill in the name of artist], an individual having and address of \_\_\_\_\_ (“Artist”) is the author of the design and sketches (collectively referred to as the “Design”) attached to the application submitted to The Airlie Gardens Foundation (AGF) on the same date as the date of this Assignment;

WHEREAS, Artist understand and acknowledges that, as part of the application process, it is intended that **THE AIRLIE GARDENS FOUNDATION**, a 501(C)(3) nonprofit organization, with an address of 300 Airlie Road, Wilmington, NC 28403 own the entire right, title and interest in and to the Design;

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 AGF;

WHEREAS, Artist understands and acknowledges that AGF 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 Garden Heart is approved for exhibition, as described in detail in the Request For Proposals and Application to Roam with the Garden Hearts, and that such case **The Airlie Gardens Foundation** shall pay to Artist and honorarium of \$400.00-Small Heart & \$800-Large Heart (½ delivered paid at sculpture pick up and ½ paid upon the delivery of the completed Garden Heart.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Artist hereby assigns to AGF 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 Garden Heart, 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 Garden Heart, AGF shall not be liable for any distortion, mutilation, modification or destruction of the Finished Garden Heart by accident, act of God or person. Artist hereby waives his/her rights under the Visual Artists Rights Act (“VARA”), 17 U.S.C. ‘106A, as against AGF in the event of such distortion, mutilation, modification or destruction. Artist further acknowledges and agrees that if the Finished Garden Heart is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, AGF 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 waves his/her rights under VARA in the event and to the extent AGF deems such repair necessary. Artist represents to AGF that he/she is the sole author of the Designs and that the Design is an original work of authorship which does not infringe upon the copyright rights or any intellectual property rights of others, and that 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, AGF shall assign [and hereby does assign] back to Artist all its right, titles and interest in and to the Design.

ARTIST Signature (Sign Below)

X

Artist Signature

**Print Name:** \_\_\_\_\_

**Garden Heart Title(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_