

CONTRACT FOR "HOW DO YOU SEE GOD?" BOOK

AGREEMENT, entered into as of this _____ day of July 2013, between Kim Costello, Manager of Academy Frame Company (hereinafter referred to as "**Manager**" or "**AFC**"), located at 7620 North Academy Blvd. Colorado Springs, CO 80920, and _____ (hereinafter referred to as the "**Artist**") located at _____.

WHEREAS, the Manager wishes to create a book on the subject of the "**How Do You See God?**" **Art Exhibition** held at AFC during the months of July and August 2013 (hereinafter referred to as "**The Book**"). The Curator of AFC, Cas Foste, will be the person creating The Book and responsible for receiving/photographing the work(s) of the Artist (hereinafter referred to as "**Curator**").

The Manager is familiar with the work of the Artist and wishes to display their work currently displayed in the annual exhibit in The Book (artists work hereinafter referred to as "**Work**").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Grant of Rights.** The Artist grants, conveys, and transfers to the Manager certain limited, exclusive rights for the printing of The Book as follows: (A) To publish the Work of the Artist in the form of a printed "How Do You See God?" Book; (B) In Colorado Springs, CO (C) For the year of the exhibition 2013.
2. **Reservation of Rights.** All rights of the Work remain with the Artist. Artist gives permission for the Manager to use their Work in The Book.
3. **Delivery of Work and The Book.** If the Artist has an electronic copy of the Work displayed, they agree to send an electronic image to the Curator at casfoste@yahoo.com in the size format 14 inches on the longest edge at 300dpi by the date of **Friday, July 19, 2013**, subject line reading "God Book". If the Artist does not have an electronic image of the Work, they will contact the Curator by the same date so that the Curator can photograph the Work. If the Artist **does not** want their work published in The Book or the Artist **does not own** the rights to the imagery represented, they agree to inform the Curator by the above date so that the Work will not be published in The Book. Curator reserves the right to shrink the image(s) for printing purposes. Curator will only use the images sent for use in The Book and will give credit to the Artist within The Book. It is the goal of the Curator and the Manager to have a printed copy of the book available for viewing at the Closing Reception of the Exhibit on **August 16, 2013**. If publication of The Book cannot be met by this date, all Artists will be informed.

4. **Royalties.** All profits made from the sale of The Book are the sole profit of AFC. Artists agree that the use of their Work and name is for the advertising of their Work and no royalties will be paid to the Artists.
5. **Copyright and Authorship Credit.** The Book will be under the copyright of AFC but the individual copyright of each Work will remain with the Artist. Credit will be given in the book to the Artist(s), Manager, and Curator. Artist gives permission to use his/her name within The Book with his/her Work.
6. **Warranty and Indemnity.** The Artist warrants and represents that he/she is the sole creator of the Work and owns all rights granted under this Agreement, that the Work is an original creation, that the Work does not infringe any other person's copyrights or rights of literary property, nor, to his/her knowledge, does it violate the rights of privacy of, or libel, other persons. The Artist agrees to indemnify AFC, the Manager and Curator against any final judgment for damages (after all appeals have been exhausted) in any lawsuit based on an actual breach of the foregoing warranties. In addition, the Artist shall pay the AFC, Manager or Curator's reasonable costs and attorney's fees incurred in defending such a lawsuit, unless the Artist chooses to retain his/her own attorney to defend such lawsuit.
The AFC warrants and represents that the company is the sole creator of the The Book and owns all rights granted under this Agreement, that the The Book is an original creation, that the The Book does not infringe any other person's copyrights or rights of literary property, nor, to the AFC knowledge, does it violate the rights of privacy of, or libel, other persons.
7. **Artistic Control.** The Manager of AFC retains all control of The Book when in it comes to titling, final content, pricing, advertising, and selling.
8. **Original Materials.** Within 30 days after the publication of The Book, the Curator agrees to erase all the electronic images of the Artist from the computer/hard drive.
9. **Modifications.** All modifications of this Agreement must be in writing and signed by all parties.
10. **Governing Law.** The laws of the State of Colorado shall govern this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

ARTIST _____ MANAGER OF AFC _____

CURATOR _____