

# Northeast Ohio Regional Sewer District Manhole Cover Design Contest 2014

## Artist Agreement

**Artist Name:** \_\_\_\_\_

**Artist Address:** \_\_\_\_\_

**Artist Telephone #:** \_\_\_\_\_ **Artist email (optional):** \_\_\_\_\_

The undersigned, as an artist who has been granted rights under 17 U.S.C.A. § 106A and under the laws of certain states, agrees to waive those rights as set forth herein. This waiver applies to the work of art or design submitted to the Northeast Ohio Regional Sewer District (herein referred to as "NEORS") for the Storm Drain Manhole Cover Design Contest in April 2014. The waiver applies to any and all uses and application of the design to which 17 U.S.C.A. § 106A applies or any similar or analogous right applies, and to which any federal, foreign, or state law now applies or may apply in the future. The artist attests that the submitted design was solely designed by the artist and solely designed for the purposes of this contest. By participating in this contest, the artist agrees to be bound by the contest rules, this agreement, and to any and all subsequent changes and decisions of NEORS which are final, binding, and conclusive in all matters. The artist acknowledges that selection of the winner of this contest is done subjectively and is declared by the judging panel. The winning design will be selected based on relevance to the intended water quality protection message and overall appearance, as such may be determined within the sole discretion of NEORS. The winner will be recognized by NEORS, and the winner may disclose that status to third parties or in his/her resume, portfolio, or other personal promotional materials. Any artist that submits a design agrees to disclaim any right to have their work returned to them by NEORS after the contest has ended. However, NEORS will make a good faith effort to return designs not chosen as the winning design to any artist who submits with their design a self-addressed stamped envelope for return.

The artist agrees to irrevocably and unconditionally transfer and assign all ownership and rights to NEORS for a submitted design if that design is chosen as the winner during the contest and agrees to execute and deliver such documents, certificates, assignments, and other writings, and take such other actions as may be necessary or desirable to vest in NEORS the ownership rights granted to NEORS hereunder. The artist also agrees to execute and deliver such documents as required to transfer any copyright or trademark rights to NEORS for the submitted design should that design be chosen as the winner. The artist acknowledges that everything associated with the submitted design if chosen as the winner becomes property of NEORS, and the artist will retain no rights of any nature. The artist may display the winning design in the artist's portfolio, resume or personal promotional materials. NEORS retains the right to change, alter, or modify the winning design, as needed for manufacturing purposes, or for other reasons deemed appropriate within its sole discretion. The artist agrees that the design will be used on select manhole covers throughout NEORS's service area and also in other potential applications as part of NEORS's Project Clean Lake or related projects in any type of media, whether now known or later developed. NEORS has the authority to remove the design in any form at any time for any reason, and the artist waives any right in the continued display of the design if NEORS removes for any reason. NEORS is not responsible for any damage caused by weather, automobiles, vandals, or any other destruction to the design while being displayed on a manhole cover.

By participating in this contest, the artist releases and agrees to hold harmless NEORS, as well as any affiliates, subsidiaries, and employees of either entity from and against any and all liability for any loss, property damage or damage to any person, or any suit or claim that is brought in relation to the artist's design or this contest.

NEORS reserves the right, in its sole discretion, to revoke any and all privileges associated with competing in this contest and to take any other action it deems appropriate, for any reason, if NEORS suspects cheating, tampering or any other violation of the rules. NEORS reserves the right to cancel, terminate, or modify this contest if it is not capable of completion as planned for any reason.

The artist understands the rights that he or she is waiving and is making this waiver with full comprehension of the results of the waiver of these rights, and with full comprehension of the rules of this contest.

**Signature of artist:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Signature of artist's parent (if artist under the age of 18):** \_\_\_\_\_

**Printed name:** \_\_\_\_\_