



Employee Art Program - Artist Agreement

EmployeeArtProgram.com

Program Service Agreement - Exhibit C

This agreement governs the arrangement between an Employer (referred to as the Exhibitor), Employees & Contractors (referred to as Artists), and Employee Art Program (referred to as the program Organizer or Administrator). Artists should read this agreement prior to participation. Submitting artwork for exhibition consideration shall be deemed to be an acceptance of the terms and conditions of this Agreement.

We are proud to provide this program for your own enrichment and to create a more beautiful workspace for us all. By participating in this Employee Art Program you are granting rights for your artwork to be used in the following ways:

GENERAL TERMS & CONDITIONS

- **ARTISTS: BY SUBMITTING IMAGES AND ARTWORKS YOU ATTEST THAT YOU OWN THE RIGHTS TO REPRODUCE THEM. DO NOT SUBMIT WORKS THAT ARE NOT YOUR OWN.**
- Submitted artworks may be framed and displayed on company properties for all to enjoy.
- Artists must be credited anywhere that their artwork is used whether in live exhibition, on social media channels, printed marketing materials, websites, and anywhere else the artwork may be used.
- Artists will not be paid for their participation or for their artworks.
- Submitted artworks and photographs of these artworks may be used in digital and printed promotions across company marketing and social media channels.
- Submitted artworks may be used by Employee Art Program and Visual Literacy Project in digital and printed commercial or social promotions.
- If any single image is desired as the signature or hero for a commercial or social campaign, the artist shall be compensated at a fair market rate for a Rights Managed license to use that image. [Fotoquote](#) is the industry standard to determine fair market value for image use.
- No exhibitor, agent of an exhibitor, or anyone helping to administer the Employee Art Program has rights to resell artworks or any representations of an artwork.
- This agreement can be terminated at any time by the artist through verbal or written notice.
- This agreement shall automatically terminate with the death or change in employment status of the Artist, or if the exhibitor becomes bankrupt or insolvent.
- On termination, artworks shall immediately be returned to the Artist (or estate) at expense of the exhibitor.

EXHIBITIONS

- **Liability:** Every attempt will be made to preserve, secure and protect each entry submitted, but the exhibitor cannot be held responsible for damages, or loss of art entries due to unforeseen circumstances. The placing of this art constitutes an agreement on the part of the Artist with conditions herein set forth.
- Exhibitor shall be responsible for all expenses such as transportation of the artwork including framing, special installation requirements, transportation of the work back to the Artist at the end of the exhibition, and if the work remains in the possession of the exhibitor after the exhibition has finished.
- The artwork may be photographed during exhibition. Ownership of and rights to use photographs of the exhibited artwork will be retained by exhibitor and Employee Art Program for use in promotion of future programs and initiatives.
- Artist retains ownership of frames, photographs, negatives and other tangible property after the exhibition.
- If Exhibitor holds a public exhibition that includes sale of artworks, those sales and who retains funds from those sales are *not* governed by this agreement.

INSURANCE, LOSS, OR DAMAGE

- If an artwork is considered to have meaningful retail or collectible value, the Artist is responsible for insuring their own artwork. The Exhibitor and Employee Art Program will not be responsible for damage to or loss of art entries.
- Employee Art Program insures artworks from the point of production through packaging and shipping. After artworks are received by the Exhibitor; responsibility for preservation and security of the artworks passes to the exhibitor.

COPYRIGHT AND SECURITY INTEREST

- In the event of any default by the Exhibitor, the Artist shall have all the right of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Exhibitors creditors.
- In the event of the purchase of any work by a party other than the Exhibitor, title shall pass directly from the Artist to the other party.

PHOTOGRAPHY RELEASE:

I understand that the Exhibitor and Employee Art Program reserves the right to take photographic or film records of any exhibition and hereby agree that the Exhibitor, Employee Art Program and their agents may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom they may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by to the Exhibitor and Employee Art Program.

MODIFICATION

All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

PLAIN LANGUAGE

We want everyone to participate in the employee art program. Some employees are serious professional artists with artworks and reputation to protect. We understand and respect that! If you don't want your art used for any promotional purposes, please email and let us know that. This exhibition is not meant to operate as a traditional gallery show. Employers wish to promote the program showing support for the arts, and to promote company culture for recruiting purposes. Employee Art Program relies on word of mouth between companies and participants to grow. Thank you for participating and for allowing the use of your artworks to inspire others.

Contact me directly if you have any questions about the material here.

Kevin Wenning | 1-303-478-0619 cell

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[Schedule a meeting with me on my Calendly](#)