



HORSE IN THE CITY COPYRIGHT ASSIGNMENT

COPYRIGHT ASSIGNMENT

WHEREAS, _____ [fill in name of artist], an individual having an address of _____ (“Artist”) is the author of the design and sketches (collectively referred to as the “Design”) attached to the application submitted to the City of Shawnee on the same date as the date of this Assignment;

WHEREAS, Artist understands and acknowledges that, as part of the application process, it is intended that the City of Shawnee, own the entire right, title and interest in and to the Design;

WHEREAS, Artist understands and acknowledges that, if the Design is approved, he/she shall apply that design to a horse sculpture provided by Horse In The City thereby creating a “Finished Horse.”

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 the City of Shawnee;

WHEREAS, Artist understands and acknowledges that the City of Shawnee 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 Horse is approved for exhibition, as described in detail in the Request For Proposals and Application to Horse In The City, and that in such case Horse In The City shall pay to Artist an honorarium of \$1,000 within 30 days of the completion of their horse.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Artist hereby assigns to the City of Shawnee 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 Horse, 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 Horse, the City of Shawnee shall not be liable for any distortion, mutilation, modification or destruction of the Finished Horse by accident, act of nature or person. Artist hereby waives his/her rights under the Visual Artists Rights Act ("VARA"), 17 U.S.C. 06A, as against the City of Shawnee in the event of such distortion, mutilation, modification or destruction. Artist further acknowledges and agrees that if the Finished Horse is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, the Horse In The City 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 waives his/her rights under VARA in the event and to the extent Horse In The City deems such repair necessary. Artist represents to Horse In The City 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, Horse In The City shall assign [and hereby does assign] back to Artist all its right, titles and interest in and to the Design.

ARTIST Signature (sign below)

Print Name : _____

Horse Title: _____

Date: _____

Horse in the City
1400 N. Center
Shawnee OK 74801