

CHINESE CHAMBER OF COMMERCE OF SAN FRANCISCO
ARTIST AND ARTWORK RELEASE AGREEMENT

This Artist and Artwork Release Agreement (the "**Agreement**") is entered into as of _____, 2023, by and between the Chinese Chamber of Commerce of San Francisco ("**CCCSF**") and _____ (the "**Artist**").

Subject to the terms and conditions of this Agreement, the Artist hereby transfers to CCCSF, and CCCSF hereby accepts from Artist, all of Artist's right, title, copyright and interest in and to the art described and shown in **Exhibit A** herein (the "**Art**"), in exchange for CCCSF's credit of Artist on a Year of the Dragon on Parade statue.

Artist represents and warrants that the Art submission is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. The Artist fully understands that Art submission will be used for consideration of a 2024 Year of the Dragon on Parade Sculpture for the San Francisco Chinese New Year Festival and Parade (the "**Event**"), held in San Francisco, California on or about January 2024 through the end of February 2024 and that the Event does not have any obligation to utilize my submission.

As of the date hereof, CCCSF shall solely own the copyright in the Art, and any advertising or promotional material for such Art. CCCSF shall retain all rights to use the Art in all forms of media now known or hereinafter devised, and in all territories worldwide, in perpetuity, and at CCCSF's sole discretion, shall retain the right to donate the Art to a charity or organization of CCCSF's choosing following the Event. The Artist also consents to CCCSF's use of the images of said Art in any printed matter, digital, apparel, merchandise, and advertising and marketing materials used to promote CCCSF, the Parade, and/or the Chinese/Lunar New Year, at CCCSF's sole discretion.

The Artist hereby waives any right that he/she may have to inspect or approve the finished Art. The Artist hereby releases, discharges, and agrees to hold harmless CCCSF, its employees, contractors, legal representatives, members, partners, shareholders, officers, directors, agents, licensees, invitees, lessees, customers, sponsors, representatives, staff, volunteers, assigns, anyone else connected with CCCSF or the Event, and all persons acting under CCCSF's permission or authority or those for whom it is acting (collectively, the "**Indemnified Parties**"), from any and all claims, liabilities, obligations, penalties, actions, suits, losses, damages, injuries, or expenses of any kind including payment of attorneys' fees, in law or in equity, that may result from, or is in any way connected to (i) the Art as described and shown in **Exhibit A** herein, or (ii) CCCSF's use of the Art.

This Agreement will be governed by and interpreted under the laws of the State of California. Artist agrees that any legal action brought by CCCSF with regard to, or arising out of, any matters set forth in this Agreement shall be brought only in an appropriate state or federal court in San Francisco, California. Artist consents to the jurisdiction and venue of such courts for these purposes.

The undersigned Artist hereby warrants that he/she is 18 years of age or older, or a parent or legal guardian of the Artist and consent to the foregoing on his/or her behalf, and have read this Agreement and agree to be bound by its terms. This Agreement shall be binding on the undersigned and his/her/its heirs, legal representatives, successors, and assigns.

Artist and/or Guardian of Artist:

Print Name

Signature

Street Address

City/State/Zip Code

Email

Phone Number

EXHIBIT A

Artist Submission

[Insert image and description of the Dragon statue]

[Insert description of the inspiration behind the Dragon statue design]

[Insert Artist photo/headshot and Artist Bio]