



204 South Main Street
Shelbyville, TN 37160

WEBSITE

FlyArtsCenter.com

OUR MISSION

"The Bedford County Arts Council strives to encourage, promote, foster, sponsor and develop the cultural arts in Bedford County and the surrounding areas for the benefit of the general public."

PRESIDENT

Jody Barnes-Turner

VICE PRESIDENTS

Jennifer Dawn Smith
Tabby Stem

TREASURER

Linda Wyant

SECRETARY

Dianne Clanton



CHAMPIONS ON PARADE ARTIST CONTRACT

The Bedford County Arts Council/The Fly Arts Center ("FAC") has entered into an agreement ("Agreement") with _____ ("Artist") with an address of _____.

FAC, pursuant to the Agreement, is to commission the above listed Artist to paint and decorate a life-size, three-dimensional fiberglass horse statue with original art for the Champions On Parade public art exhibition. Each Artist is to be paid an honorarium by FAC. Subsequent to the exhibiting of the painted horse statues, these horse statues will be sold at auction or otherwise, principally for the benefit of FAC.

The Artist acknowledges and agrees with FAC that he/she will create a Design for a horse statue, which shall be reviewed for approval by FAC, and that he/she faithfully will replicate the Design on his/her horse statue, thereby creating a "Finished Horse" for the Champions On Parade Exhibition, using the listed guidelines for production.

In consideration of being selected for the Exhibition and being paid an honorarium of \$1,000, Artist desires and agrees to irrevocably transfer all of his/her interest in and to the Design and Finished Horse, including, but not limited to, all derivative works based on the Design or Finished Horse, together with all copyrights, copyright applications and copyright registrations of the Design or Finished Horse, to FAC, for any subsequent use or purpose by FAC of any kind or nature.

Artist acknowledges and agrees that, due to the nature of the public display of the Finished Horse, FAC shall not be liable for any distortion, mutilation, modification or destruction of the Finished Horse by accident, act of God or person. Artist hereby waives his/her rights under the Visual Artists Rights Act ("VARA"), 17 U.S.C. 106A, as against FAC in the event of such distortion, mutilation, modification or destruction. Artist further agrees that, if the Finished Horse is vandalized, damaged or otherwise modified, and, if the Artist is unable or unwilling to promptly make the necessary repairs to the Finished Horse, FAC 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 right under VARA in the event and to the extent FAC deems such repair or repairs necessary.

Artist represents to FAC that he/she is the sole author of the Design and Finished Horse and that the Design and Finished Horse, upon completion, are and will be original works of authorship which do not infringe upon the copyright rights of any intellectual property rights of other parties, and, further, that he/she has the unencumbered right to make this assignment of the copyright of the Design and Finished Horse.

ARTIST SIGNATURE:

DATE:

FAC SIGNATURE:

DATE: