



Copyright Assignment

WHEREAS, _____ (artist's name), an individual having an address at _____ is the Author of the design and sketches (collectively referred to as the "Design") attached to the application submitted to the Town of Lloyd Historical Preservation Society, (TOLHPS) Trolley Committee on the same date of this assignment;

WHEREAS, the Artist understands and acknowledges that, as part of the application process, it is intended that the Trolley Committee, with an address of 12 Church Street, Highland, NY 12528 owns the entire right, title and interest in and to the Design;

WHEREAS, the Artist understands and acknowledges that he/she will be notified in writing by the Trolley Committee whether his/her design has been approved and selected;

WHEREAS, the Artist understands and acknowledges that, upon the artist's receipt of written notification that his/her design has been selected and approved, he/she shall apply that design to a Trolley sculpture provided by the Trolley Committee, thereby creating a "Finished Trolley" ready for outdoor display during the summer of 2018;

WHEREAS, the Artist desires to transfer all of his/her right, title and interest in and to the Design, including but not limited to, all derivative work based on the Design to the Trolley Committee;

WHEREAS, the Artist understands and acknowledges that the Trolley Committee 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 of the "Finished Trolley" is approved for exhibition as described in detail in the Trolley Artists Packet and that in such case the committee will pay the artist a stipend of \$50 to help defray the cost of materials used in the decoration of a Trolley chosen for exhibition. The Artist will also receive 25% of the gross sale price paid for his/her Trolley at the final Auction if the Trolley is delivered by the due date. Any Trolley not sold at Auction will be placed for auction on eBay.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Artist hereby assigns to the Trolley Committee all his/her right, title and interest in and to the Design and to any derivative work based on the Design including but not limited to any rights it may have in the Finished Trolley, together with all copyright application and registration therefore.

The Artist acknowledges and agrees that, due to the nature of the public display of the Finished Trolley, the Trolley Committee shall not be liable for any distortion, mutilation, modification or destruction of the Finished Trolley by accident, act of God or person. The Artist hereby waives his/her rights under the Visual Artists Rights Act ("VARA"), 17 U.S.C. 106A, as against the Trolley Committee in the event of such distortion, mutilation, modification or destruction.

The Artist further acknowledges and agrees that if the Finished Trolley is vandalized, damaged or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, the Trolley Committee shall have the right to make, or have made, such repairs, even if the repairs would constitute distortion, mutilation or modification under VARA. The Artist hereby waives his/her rights under VARA in the event and to the extent the Trolley Committee deems such repair necessary. The Artist represents to the Trolley Committee that he/she is the sole author of the Design and that the Design is an original work of authorship which does not

infringe upon the copyright rights or on 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 Trolley Artists Package, the Trolley Committee shall assign (and hereby does assign) back to the Artist all its rights, titles and interest in and to the Design.

Artist Signature: _____

Print Name: _____

Address: _____

Trolley Title: _____

Date: _____

Artist Signature: _____

Print Name: _____

Address: _____

Trolley Title: _____

Date: _____