

## **Resident Artist Program Full Rules and Regulations**

### **A. TERM**

This Agreement shall start August 2018 and shall be continued for a period of three months ending in November 2018.

The Agreement may be extended by agreement in writing, subject to agreement of terms by the Artist and the VCB.

### **B. ARTIST RESPONSIBILITIES**

1. The Artist hereby agrees to provide at least 30 distinct (from each other) pieces of artwork approved by the VCB for use in marketing the destination.
  - a. All photos/video must be submitted in proper high-resolution, digital format.
2. The Artist agrees to promote The Program via social media channels a minimum of seven (7) times per month; approximately twice per week.
  - a. VCB will verify posts have been submitted on a weekly basis.
3. The Artist will check-in monthly with the VCB for review and to get direction/VCB needs (if necessary); approximately one hour per month at VCB offices.
4. The Artist will meet with the VCB representative at the end of the Program term to deliver the assets and discuss their experience with the Program.
5. The Artist grants, sells, assigns, and transfers over to VCB the full usage rights, together with the universe wide copyright thereof, throughout the entire universe, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder including but not limited to the sole and exclusive universe wide publication, commercial rights for profit by any and all means, and through any and all media, to all Assets submitted under the program for an unlimited amount of time.

### **C. PAYMENT**

The financial administration of the Resident Artist Program stipend will be the responsibility of MMGY Global. MMGY will pay the Artist, on behalf of the VCB, a stipend in the total not to exceed amount of \$5,000.00, upon receipt of the final Assets, approved by VCB. MMGY will bill the VCB quarterly for the Artists stipend; and MMGY will be responsible for ensuring that the Artists are paid at the end of the residency.

#### **D. RESIDENCY REQUIREMENT**

The Artist must be a part-time or full-time resident of Lee County, FL and at least 18 years of age.

#### **E. DISPUTE RESOLUTION**

In the case of a dispute between the Artist and the VCB/MMGY, the disagreement shall be referred, at the request of either party, to a neutral mediator, agreed to by both parties. If efforts at dispute resolution fail, then either party has the right to serve a two-week notice that they wish to terminate the agreement and end the contract (whereby the artist will forego receiving any payment from the VCB).

#### **F. INDEMNIFICATION**

1. The Artist represents and warrants that he/she is the owner of the Artwork and that said Artwork is his/her own original work and creation (except such part thereof as is taken from public domain) and is not a copy of any other copyrighted work.
2. The Artist also represents that he has not sold, assigned, leased, licensed or in any manner disposed of or encumbered the rights herein granted to the VCB; and that he has the right to enter into this Agreement.
3. The Artist agrees to indemnify and hold the Lee County Board of County Commissioners harmless from all loss, liability, damages and expenses by reason of breach of the said representations and warranties.

#### **G. MISCELLANEOUS**

All artist responsibilities outlined herein must be met in order to receive payment. In executing this agreement, MMGY Global acts solely as an agent of the VCB and assumes no liability for payment of these charges in the event that our client does not rightly reimburse us for these expenses. The agency will undertake to collect and forward any monies due under this agreement with due diligence and in good faith. This agreement is a contract governed by law and by the terms and conditions hereafter set forth. Each party acknowledges that it has received, read and agrees to be bound by the provisions hereafter set forth and further agrees that it has the authority to enter into this agreement.