

ARTIST LICENSING AGREEMENT

Scope of this Agreement. This Agreement applies to any image, graphics, digital assets, or digital images created or taken by Artist and delivered to the United Way of North Central New Mexico (UWNCNM) for a Limited Edition tee-shirt promoting their new name. The selected Artist's design will include (but will NOT be limited to) a tee-shirt and print for mass use. This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of the Artist. This license provides the UWNCNM with the limited right to reproduce, publicly display, and distribute the Images only for the agreed upon terms as set forth in the *Scope of the Agreement*. Images used for any purpose *not directly related* outside of those terms, must be with the express permission of Artist, unless otherwise agreed to in writing.

Creation: The manner and method of creating any Image is solely at the discretion of Artist and the Client has no right to control Artist's manner and method of creation under this Agreement. Artist will use their best efforts to: (a) ensure that the Images conform to UWNCNM's specifications; and (b) submit all Images to UWNCNM in publishable quality, on or before the applicable deadlines.

Submission Format: Artist must submit image in JPEG. File upload size limit: 100MB (Dimension recommendations -- 3000 pixels X 3000 pixels, 10" X 10", 300+ DPI. It is the UWNCNM's responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the Artist with five (5) business days. Artist's sole obligation will be to replace the Images at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays, or consequential damages.

Compensation: The selected Artist will receive a \$750 stipend for UWNCNM's use of the Artist's work.

No Exclusivity: This Agreement does not create an exclusive relationship between the parties. UWNCNM is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Artist.