



BRUSHES WITH CANCER x ADRIENNE ARSHT ART CENTER 2024 PARTICIPATION AGREEMENT

Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht) has partnered with Twist Out Cancer (TOC) to bring the Brushes with Cancer program to their Artists and surrounding community affected by cancer. The Brushes with Cancer program provides psycho-social support to those touched by cancer to improve the quality of life for cancer patients, their family and loved ones, through a unique art experience. Brushes with Cancer strategically matches artists with those touched by cancer to create unique pieces of artwork reflective of their journey. Over a period of 6 months, selected pairs will connect in person, via zoom, on the phone or email. Their relationships are guided and supported by Arsht and Twist Out Cancer staff and program mentors with the intention of creating a support system for both the Artist and subject. The program finishes on a high note with an art exhibition and celebration where the artwork and stories are revealed and celebrated.

Time Commitment

Your participation in Brushes with Cancer means that you are required to connect with your respective inspiration or artist **at minimum on 6 occasions**. A Brushes with Cancer mentor will connect with you individually once a month to ensure that the process is meaningful.

We ask that all program participants and Mentors are aware of—and avoid imposing—their own values, attitudes, beliefs, and behaviors onto others in the program and commit to respecting others in the program.

We also ask that participants refrain from using the connection with their match as a marketing or sales opportunity for themselves, their businesses, or other selling opportunities. This program is focused on creating a safe environment for the two parties to genuinely connect with one another.

Please read the following statement carefully and type your first and last name in the box below to acknowledge that you understand these expectations: "The Brushes with Cancer program is designed to cultivate a connection between the Artist and Inspiration (with support from the program Mentors, staff, and the TOC community as a whole). The art is a tangible product of that connection and intended to illustrate a part of their specific cancer experience - either a moment or as a whole. Willingness to share is required of both the Artist and the Inspiration. The Artist is charged with listening and extracting elements from the Inspiration's experience to integrate into the art. The Inspiration is not encouraged to direct or dictate the composition of the art work. It is an exchange of trust that can generate unexpected interactions and meaningful connections." Type your name below to agree that you acknowledge this statement.

Brushes with Cancer Connection Agreement

As a participant of Brushes with Cancer, I agree to support the mission of the program and Adrienne Arsht Art Center's and Twist Out Cancer's mission. I agree to meet the following expectations regarding my duties and responsibilities:

1. To connect at least 6 times with my respective Artist or Inspiration by phone, Facetime, Zoom or in person.
2. To connect with the Brushes with Cancer mentor once a month by email, text, phone, Facetime or Zoom.
3. To participate in at least one virtual (online) peer-to-peer group Twistshop with the other Brushes with Cancer Program Participants.
4. To participate in a group orientation call with all Brushes with Cancer participants via Zoom conferencing.
5. To provide Arsht/Twist Out Cancer with the names and emails of 5 friends, family members or co-workers that we may invite to the art exhibition.
6. To share the program and promote the exhibition to family, friends and co-workers and encourage them to join me.
7. To understand that it is not the responsibility of the Inspiration to direct or dictate the style or composition of the art that will be created, as per the statement below (and previously stated).

The program is designed to cultivate a connection between the Artist and Inspiration (with support from the program mentors, staff, and the TOC community as a whole). The art is a

tangible product of that connection and intended to illustrate a part of their specific cancer experience - either a moment or as a whole. Willingness to share is required of both the Artist and the Inspiration. The artist is charged with listening and extracting elements from the inspiration's experience to integrate into the art. The Inspiration is not encouraged to direct or dictate the composition of the art work. It is an exchange of trust that can generate unexpected interactions and meaningful connections.

Brushes with Cancer Logistical Agreement

This DONATION AGREEMENT (the "Agreement") is entered into by and between the Artist identified above and TOC on March 10, 2024 (the "Effective Date") for the donation of the artwork described in Exhibit A (the "Artwork") attached hereto and incorporated herein, subject to the terms and conditions herein.

In consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Artist and TOC, the parties agree as follows:

1. Donation of Artwork

- a. Artist agrees to donate their Artwork produced in connection with the Brushes with Cancer program to Adrienne Arsht Center for the Performing Arts of Miami-Dade County (the "Arsht"). TOC/Arsht will use the Artwork in furtherance of their respective missions, including sale and , reproduction of the Artwork, etc and always with full name attribution. Title and ownership of the Artwork and any and all copyright arising from the Artwork is transferred to Arsht/TOC upon acceptance by either TOC or Arsht of the Artist's donation of the Artwork.
- b. TOC/Arsht grant the Artist a royalty-free, limited license to reproduce images of the Artwork solely for the purpose of displaying the Artwork on Artist's website or as part of Artist's portfolio.
- c. Warranty. The Artist hereby warrants that they/he/she/xe created the Artwork as an original creation and owns all right, title, and interest therein, free and clear of any third- party liens, rights or claims. The Artist attests that the Artwork does not violate the rights of any third party, and TOC and/or Arsht's use or sale of the Artwork will not violate, misappropriate or infringe the intellectual property rights of any third- party. Artist will not assign or grant any rights or licenses in or to the Artwork to any third- parties.

2. Artwork

- a. Dimensions. The Artwork is suggested to be at least 18" x 24" and should be a created as a physical form of art. Digital-only format artworks will not be accepted by TOC/Arsht. Fashion, sculpture, canvas art, works on paper, and other tangible media are all acceptable. The Artist shall deliver to TOC/Arsht, a high resolution, digital photograph of the work is to be provided Artwork to TOC/Arsht **no later than August 16, 2024.**

3. Transportation of the Artwork.

a. Delivery. The physical artwork must be delivered between the dates of **August 21-23, 2024 between the hours of 12-5pm (if delivering personally) to Arsht Art Center care of Jenni Person at 1300 Biscayne Blvd, Miami, FL 33132. Shipping is also permitted.** Art shall be deemed delivered when acknowledged and accepted with a receipt signed by a person, over the age of eighteen (18) at that address at the time of delivery ("Delivery").

b. Costs. All Artists will receive an honorarium of \$500 for their participation, and an additional \$100 stipend to assist with material costs. If shipping costs are excessive, Artist may contact TOC/Arsht to discuss reimbursement for shipping costs. Personal delivery is preferred.

4. Responsibility for Loss or Damage.

a. Delivery. The manner in which the Artwork is transported to Arsht is the responsibility of Artist and Artist assumes all risk and liability associated with packaging, handling, and delivery/shipping of the Artwork.

b. Storage. Arsht shall be responsible for the safekeeping of all Artwork after submission and after the close of the exhibition hosted by Arsht.

c. Delivery upon Sale. If the Artwork is sold, Arsht is responsible for packaging, handling, and shipping the Artwork to the buyer, at the added expense to the buyer, and assumes all liability and responsibility for delivery of the Artwork to the buyer.

5. Pricing and Sale. Artist will determine **value** of artwork. Arsht may price and sell the Artwork based on this value, but Arsht shall be entitled to adjust price at its sole discretion and without consultation or approval by the Artist. Arsht shall retain 100% of the sale price of the Artwork sold.. Arsht shall retain 100% of the sale price of the Artwork sold. Arsht will provide Artist the name and contact information of the buyer upon request, unless the buyer wishes to remain anonymous. Arsht assumes full risk for the failure to pay on the part of any buyer to whom it has sold the Artwork.

6. Use of Artwork. Throughout the duration of the program and following the program, Arsht/TOC will (a) publicly display the Artwork at the Exhibition; (b) make, use, and publicly display the Artwork to publicize and promote the Exhibition and future TOC-sponsored programs and events; (c) make, use, publicly display and post online photographs, electronic reproductions, and derivative works of the Artwork to publicize and promote the Exhibition and future TOC-sponsored programs and events; and (d) make, use, publicly display, and sell prints and/or reproductions of the Artwork in various forms online and in retail stores. TOC/Arsht shall

put forth reasonable efforts to cause the Artwork to be attributed to the Artist in such exhibition, display, and publication of the Artwork, unless the Artist provides TOC/Arsht with written notice of the Artist's desire to remain anonymous.

7. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties pertaining thereto. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
- b. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its control, whether foreseeable or not, including, but not limited to, acts of nature, pandemics or epidemics, governmental actions, fire, civil disturbances, transportation problems, interruptions of power, supply, or communications, or natural disasters.
- c. Severability. In the event that any portion of this Agreement is adjudged by a court of competent jurisdiction to be void or unenforceable, and modifying, eliminating or limiting such portion would make it valid, then the Agreement shall be deemed to be construed as so modified or limited to the minimum extent required to be valid and enforceable.
- d. Headings; Wording; Interpretation. The headings in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.
- e. Relationship of the Parties. It is expressly understood that Artist and Arsht/TOC are independent contractors of one another and nothing herein shall be construed to create any joint venture, collaboration, partnership, or principal-agent relationship between the parties. Neither party has the authority to bind the other or otherwise act as a representative of the other, unless such authority is expressly provided in a writing signed by both parties.
- f. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without application of any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. All disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida.
- g. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. Any counterpart signature transmitted by facsimile, email, or similar electronic transmission shall be deemed an original signature.
- h. Artist agrees to donate their Artwork produced in connection with the Brushes with Cancer program to Arsht. TOC/Arsht will use the Artwork in furtherance their respective missions, including sale and, reproduction of the Artwork.

Intending to be legally bound, the parties have executed this Agreement as of the Effective Date set forth above.

Copyright Assignment Clause

The undersigned, [Name of Artist], hereby assigns all rights, title, and interest in and to the original artwork described below (the "Artwork") to Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-Dade County, a Florida nonprofit corporation ("Arsht").

Description of Artwork: [To be provided by Artist at a later date and included under this agreement.]

Effective Date: [March 10, 2024]

In consideration of the premises and the mutual covenants contained herein, the Artist hereby assigns, transfers, and conveys to Arsht all rights, title, and interest in and to the Artwork, including, without limitation, all copyrights and moral rights therein.

The Artist acknowledges that Arsht shall have the sole and exclusive right to use, reproduce, distribute, display, perform, and create derivative works based on the Artwork, in whole or in part, for any purpose whatsoever, including, but not limited to, exhibition, promotion, and fundraising activities.

The Artist represents and warrants that:

The Artist is the sole creator and owner of the Artwork;

The Artwork is original and does not infringe upon any copyright, trademark, or other intellectual property rights of any third party;

The Artist has full power and authority to enter into this Assignment and to grant the rights herein; and

The Artwork is free and clear of any liens, claims, or encumbrances.

The Artist agrees to execute any further documents and take any further actions reasonably necessary to effectuate the purposes of this Assignment.