

Electricbaby Icons of Optimism Artist Participation Agreement

Icons of Optimism Project Summary:

WHEREAS: Electricbaby, in conjunction with [501(c)(3) entity] (together “Sponsor”), is producing and sponsoring the Icons of Optimism sticker project. Sponsor invites 30 artists from the graphic art community to create original sticker artwork for 30 non-profit organizations. Stickers will be produced for each Non-Profit and artwork may be used for further promotional materials. The artwork from high caliber artists bolsters the image of the Non-Profits and helps them develop a stronger connection to their audience.

Artists and Non-Profits will be drawn from 10 cities, 3 artist/non-profit connections per city. Sponsor will pursue a gallery tour of the 10 cities to promote the project, the Non-Profit Organizations and the participating Artists. The biggest goal of Icons of Optimism is national collective press for all participating artists and non-profits in local and nationally distributed media. Additionally, an Icons of Optimism postcard book (“Postcard Book”) of the sticker artworks work will be sold to fund the project (and as another way to get the word out on the participants). In the event the sticker project is fully funded and all costs covered, Sponsor will donate any remaining funds to a second Icons of Optimism project the following year.

THEREFORE, this participation agreement is entered into between [501(c)(3) entity] and the following participating Artist: _____ (“Artist”).

Term: The Effective Date of this Agreement shall be _____, 2008 and it shall remain in effect for 3 years from “the Release Date” of Icons of Optimism. “The Release Date” of Icons of Optimism will coincide with receipt of the final printed stickers for Icons of Optimism. All participants will receive regular updates regarding progress.

“Artist” agrees to:

Create Original Sticker Art (the “Artwork”) for one Not-for -Profit Organization or project (“NPO”) in his/her hometown, selected in the sole discretion of Sponsor. The artist should be accessible to communicate with Electricbaby on concept design and proofing.

Submit the Artwork - 2 color (plus material background color) in a vectorized format – see “artwork guidelines” at www.iconsofoptimism.com. The Artwork must be approved by Electricbaby and the NPO for inclusion in Icons of Optimism. In the event Artist, Sponsor and NPO cannot reach agreement, Artist shall be free to terminate this agreement and his or her participation.

Provide a short bio for use in promotional materials and gallery exhibition.

Hype Icons of Optimism via their website, email, mailers (cards and postage paid by Electricbaby), and a direct link.

Sponsor agrees to:

Keep all participating artists reasonably informed and updated about the progress of Icons of Optimism and will fully disclose all information pertaining to the forthcoming postcard book, including sales and use of sales.

Support Icons of Optimism in funding (not to exceed breaking the bank, people-power, development, p.r., blood, sweat and tears).

Out Clause/"Force Majeure". Notwithstanding the above, given the charitable purposes of this project, the performance of each party shall be subject to suspension, delay or termination if, in the view of such party, unforeseen difficulties or challenges relating to or not relating to the sticker project would render such performance unduly burdensome.

License Agreement

The Artist licenses the Artwork (on a non-exclusive, non-transferable basis) and use of the Artist's name in support of the Icons of Optimism sticker project as follows:

- Unlimited production of stickers and additional promotional items incorporating the Artwork for a period of 3 years from "the Release Date" of Icons of Optimism. "The Release Date" of Icons of Optimism will coincide with receipt of the final stickers printed for Icons of Optimism. All participants will be regularly updated as to the progress of the greater project. Sponsor shall be free to use, display and distribute the stickers in any manner it sees fit to promote the sticker project. The selected NPO shall be free to use, display and distribute the stickers to support its non-profit activities.
- NPO may not use the artwork on any products to be sold without direct and written consent of the Artist.
- For promotional use in support of Icons of Optimism. This includes, but is not limited to, printed promotional materials (mailers, posters, etc) and online advertisement (on electricbaby.com and other participating non-profit, gallery and artist sites) as well as in other forms not described herein.
- For use in gallery exhibition.
- For use in the Postcard Book, to be designed and produced by Sponsor and featuring all participating Icons of Optimism artists and non-profits on individual postcards. Artist agrees and understands that Sponsor or its agents will produce and sell the Postcard Book to help fund the Icons of Optimism sticker project. Amounts raised from Postcard Book sales in excess of those needed to fully fund the Icons of Optimism sticker project, including all related expenses, shall be donated as described above.

Ownership of the "Artwork" remains with the "Artist".

The parties agree to do make reasonable efforts to fulfill their roles, but each agrees that it will have no claim to damages, lost profits or compensation of any sort against the other in the event the goals of the sticker project are not met in whole or in part. Any controversy or claim relating to or arising out of this Agreement will be subject to binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

Electricbaby Inc. will identify the "Artist" as creator and owner of the rights to the "Original Sticker Artwork" on the Icons of Optimism website, in the postcard book and gallery exhibition.

X

Franklin Joyce
Electricbaby

X

Participating Artist,

“Artist” is defined as the participating Icons of Optimism artist and signer of this agreement.

“Artwork” is defined as the graphic contribution from the “Artist” to Icons of Optimism in association with a participating Icons of Optimism Non-Profit, approved by Electricbaby.

“Non-Profit” is defined as a Non-Profit Organization or not-for-profit project approved by Electricbaby for participation in the Icons of Optimism.

“Project Sponsor” is defined as Electricbaby Inc.

“Opticons” and “Icons of Optimism Project” are understood to be interchangeable titles to this project sponsored by Electricbaby Inc.