

Signature Symphony
Art Purchase and Art Sale Promotion Agreement

The Tulsa Community College Foundation of behalf of the Signature Symphony (“Foundation”) and _____ (“Artist”) (together, “the Parties”) enter into this agreement (“Agreement”).

1. Products and Services. Artist agrees to sell the following piece of art (“Artwork”) to Foundation:

[Insert name of Artwork]
2. Representations and Warranties. Artist represents and warrants the following:
 - a. the Artwork is authentic, meaning the Artwork was created by Artist;
 - b. the Artist is sole owner of the Artwork;
 - c. the Artwork does not violate or infringe any personal property rights of others;
 - d. the Artist has full legal authority to enter into this Agreement; and
 - e. the Artwork is not subject to or the subject of any rights or interests of others, claims, liens, security interests, restrictions, conditions, options or other encumbrances of any kind held or claimed by any person, entity, government or government agency (actual, threatened or pending) (collectively, “Claims”).
3. Payment. In exchange for the Artwork, Foundation shall pay Artist \$150.00, plus any taxes (if applicable) upon delivery of the Artwork to Foundation. Foundation shall not make any additional payment to Artist for Artwork.
4. Title. After payment, title of the Artwork transfers to Foundation free and clear of any and all Claims. Copyright of the Artwork remains with the Artist.
5. Promotion of Art Sale. Foundation shall attempt to sell Artwork at a Signature Symphony Event called Pictures Reimagined, with proceeds of the art sale benefiting the Tulsa Community College Foundation and more specifically, the Signature Symphony.

In exchange for Artist promoting the art sale, Foundation shall pay Artist a promotion fee equal to 25% of the sale price of Artwork, with a minimum payment of \$50.00. Such payment shall be made within thirty (30) days of Pictures Reimagined. No sale is guaranteed, and Foundation shall only pay Artist the minimum payment of \$50.00 for the promotion fee if Art does not sell at Pictures Reimagined (or Art sells for \$200.00 or less). To promote the art sale, Artist shall complete at least three (3) of the five (5) below promotion activities:

- a. Attend the reception on Jan 23rd from 6pm-9pm, and chat with attendees about Artist’s work;
- b. Bring at least one guest to the reception on Jan 23rd from 6pm-9pm;
- c. Share about the auction and Artist involvement in Pictures Reimagined concert on social media, and tag Signature Symphony;
- d. Share about the auction and Artist involvement in Pictures Reimagined concert via email, including Signature Symphony on the email thread (CC or BCC); and
- e. Distribute provided fliers to Artist's network or around Artist's community (on bulletin boards, at work, etc.) and encourage concert ticket sales via personal Artist coupon code.

If Artist does not complete at least three (3) of the above promotion activities, Foundation shall not pay Artist a promotion fee.

6. Force Majeure. Neither party shall be liable to the other party for any failure or delay in performing any term of this Agreement when such failure or delay is caused by circumstances beyond the reasonable control of the party, including but not limited to: acts of God; flood, fire, earthquake or explosion; war; terrorist threats or acts; riot or civil unrest; epidemic or pandemic; and other similar events beyond the reasonable control of the party.
7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma without reference to conflict of laws provisions.
8. Venue. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in a state court of competent jurisdiction in Tulsa County, Oklahoma.
9. Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Tulsa Community College Foundation

Signature

Title

Date

Artist

Signature

Title

Date

