

## Publication Agreement for Art of Words Exhibition 2025

THIS AGREEMENT, made on \_\_\_\_\_ [DATE] between \_\_\_\_\_ ARTIST/WRITER NAME], (hereinafter "ARTIST"), and The Greater Augusta Arts Council with the Augusta Literary Society hereinafter "AGENCY"), with respect to the production of limited-edition print of a book tentatively entitled "The Art of Words" (hereinafter the "WORK"), to be illustrated/scored/otherwise enhanced by ARTIST.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The copyright in the WORK shall be jointly registered and held in the names of all participating ARTIST(S) and AGENCY.
2. Credits in the WORK shall be provided alongside each individual participating ARTIST(S) work unless specified otherwise in advance by both parties.
3. No royalties will be collected from the production of this limited-edition book by either party.
4. AGENCY will coordinate the promotion, publication and distribution of the WORK.
5. All original work created by ARTIST for the WORK, and the proceeds from the sale of such original literary & visual arts, shall remain the sole property of ARTIST. Secondary signed agreements between AGENCY and ARTIST in regards to gallery and/or online sales will be applicable to all sales while exhibition is on display.
6. No agreement for the publication of the WORK or for the disposition of any of the subsidiary rights therein shall be valid without the signature of both AGENCY and ARTIST. However, either party may grant a written waiver of rights to the other setting forth the specific conditions under which such waiver may be exercised.
7. If, in any instance, either party (hereinafter "FIRST PARTY") desires to produce a sequel or derivative piece to the WORK (hereinafter the "SEQUEL"), and the other party (hereinafter "SECOND PARTY") is either unwilling or unable to do so, FIRST PARTY shall be free to hire another writer or artist as the case may be (hereinafter "THIRD PARTY") to work on such SEQUEL, under the following terms and conditions:
  - (i) Unless mutually agreed in advance by ARTIST, THIRD PARTY shall not own any copyright, trademark or other rights in and to the WORK and/or any SEQUEL. All rights in and to the SEQUELS shall remain the sole property of

ARTIST. Any contribution of THIRD PARTY to a SEQUEL shall be done as a work-made-for-hire to the fullest extent permitted by law, and to the extent that such contribution is not considered a work-made-for-hire authored by ARTIST in any jurisdiction, THIRD PARTY shall assign any and all rights he may have in the SEQUEL to ARTIST.

(ii) Credits in such SEQUEL shall read: "Written by/Drawn by [names of appropriate parties]; Based on characters created by ARTIST."

(iii) Any original art created by THIRD PARTY for such SEQUEL, and proceeds from the sale of such original art, shall remain the sole property of THIRD PARTY.

8. Each party agrees not to violate copyright or any other law in the creation of the WORK. If it shall be found or claimed that the WORK violates an existing copyright, throughout the world, the party which created that portion of the WORK shall indemnify and hold harmless the other party.

9. This agreement shall continue in perpetuity. This agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the parties. This agreement shall be construed and enforced in accordance with the laws of the State of Georgia. This the full agreement between the parties regarding the WORK, any amendments must be signed by each party.

10. All disputes arising out of this agreement shall be submitted to an arbitrator. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

11. This contract is a legal document under exclusive jurisdiction of The United States of America's courts.

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Signed by and on behalf of [ARTIST]

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Date [date]

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Signed by and on behalf of [AGENCY]  
Denise Tucker, Executive Director  
The Greater Augusta Arts Council  
1301 Greene St. Augusta, Ga 30901

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Date [date]