GUSTY GOALS™

## Ahh the Arts ...

Calling all artists and artist groups!

We want you to submit a design for a street art project:  $GUSTY \ GOALS^{TM}$ ! The street art fundraising project will benefit area non-profit organizations and highlight the arts! This is the time to reach out to others, help our neighbors, and celebrate our Oklahoma's centennial.

The GUSTY GOALS<sup>TM</sup> fundraiser continues through the 2007 Oklahoma Centennial celebration. The 3 ARS Institute, a 501(c)(3) non-profit organization is hosting the GUSTY GOALS<sup>TM</sup> project. We would like the artistic designs to celebrate GUSTY<sup>®</sup>; or commemorate the history, heritage, or cultural diversity of our state all with good down home fun. Already, Bartlesville proclaims GUSTY<sup>®</sup> as their "Official Weather Cartoon of the Century", Muskogee declares "September 18<sup>th</sup> as GUSTY<sup>®</sup> Day," Tulsa proclaims "GUSTY<sup>®</sup>, Tulsa's Official Centennial Cartoon", and as of April 6, 2005 GUSTY<sup>®</sup> is Oklahoma's official state cartoon!

The cartoon character, GUSTY<sup>®</sup>, has come off of the canvas and made into a 6' tall, 3 dimensional, full of life sized artform. The GUSTY<sup>®</sup> artform is made from a heavy-duty paintable plastic material. Exterior grade paint with a clear coat finish will preserve your work and make it durable for outside display. Additional items may be attached to make GUSTY<sup>®</sup> unique for your location or sponsor. We want you to enjoy this project and be creative in the adornment and painting of the GUSTY<sup>®</sup> figure.

A collection of artists and their designs will be available for sponsors to choose for application to their GUSTY<sup>®</sup> figure. We want you to be a part of this list. Your talent and ideas will make this project fun, educational, and a very classy event. Submitted designs and applications are reviewed monthly.

The selected artist/artist group will receive an honorarium of \$1000. Artists will paint the 6'  $GUSTY^{\text{@}}$  figure and replica 8"  $GUSTY^{\text{@}}$  figurine. Appropriate signage will credit you for your work, title of the artwork, and the sponsor of the  $GUSTY^{\text{@}}$  figure. You also will be highlighted on the official GUSTY  $GOALS^{\text{TM}}$  website along with your  $GUSTY^{\text{@}}$  figure artwork, and the story behind your  $GUSTY^{\text{@}}$  design.

Join us in the *GUSTY GOALS*<sup>TM</sup> fundraising project, a colossal event, highlighting the arts, benefiting participating non-profit and school organizations. Contact us by phone: (918) 294-3277, e-mail: gustybusiness@the3arsinstitute.org, or log onto the GUSTY GOALS<sup>TM</sup> website: www.GUSTAGOALS.us for more information and application forms.

Together/let's: Go for the/goal ... GUSTY GOALS™! Don/Woods

Originator of GUSTY<sup>®</sup>

## ASSIGNMENT OF COPYRIGHT

The "Artist",	, having the address of
	the author and owner of the design an
sketches (hereafter referred to as "Design") submits a	ind assigns Design on this day,, t
The 3 ARS Institute (hereafter referred to as "Comp	pany"), having the address of P.O. Box 471813, Tuls
Oklahoma 74147-1813	

Artists represents to the Company that he/she/they are the sole author of the Design and that all of the Design is original work of their authorship and does not infringe upon the copyrights or intellectual property rights of others. Furthermore, the Artist affirms that he/she/they have the unencumbered right to make this assignment of copyright.

Artist understands, acknowledges, agrees and transfers right of ownership to the Company for use of the Design in the *GUSTY GOALS*<sup>TM</sup> fundraising project and any derivative works. The Company shall continue to be the sole and exclusive owner all of the rights, title, and interest in the Design, including but not limited to all derivative works based on the Design and completed GUSTY<sup>®</sup> figure.

Artist agrees and affirms that if the Design is approved and chosen by a sponsor, he/she/they will apply that design to  $GUSTY^{\textcircled{B}}$  figure. The Artist will complete the design in the specified time of no longer than <u>30</u> days, thereby creating a finished product as outlined in the *GUSTY GOALS*<sup>TM</sup> Artist Procedure Package.

Artist will receive their choice of a fair market value tax credit or an honorarium in the amount of <u>\$1000</u> within 30 days of installation of properly completed GUSTY<sup>®</sup> figure. Receipt of honorarium, for good and valuable consideration, is hereby acknowledged and intending to be legally binding between Artist and the Company.

Due to the nature of the *GUSTY GOALS*<sup>TM</sup> fundraising project, public display of the completed GUSTY<sup>®</sup> figure, the Company will not be liable for distortion, mutilation, modification, or destruction of the completed GUSTY<sup>®</sup> figure due to accident, acts of nature, or person. Artist hereby waives his/her/their rights under the Visual Artists Rights Act (VARA), 17 U.S.C. 106A, against the Company in the event of any such distortion, mutilation, modification, or destruction.

Artist further agrees that if the completed GUSTY<sup>®</sup> figure is damaged, vandalized, or otherwise modified and the Artist is unable or unwilling to promptly repair such modifications or damages, the Company shall have the right to make or have made such repairs, even if the repairs would constitute a distortion, mutilation or modification under VARA. Artist hereby waives his/her/their rights under VARA in the event and to the degree or extent the Company deems such repairs necessary.

In the event that the Design is not approved or selected by a sponsor for development, the Company will assign back to the Artist all of its rights, titles, interests, and assignments in and concerning the Design. Artist recognizes that the GUSTY<sup>®</sup> figure is registered property and use of GUSTY<sup>®</sup> is prohibited outside the *GUSTY*  $GOALS^{TM}$  street art parade.

date

Submitted Design Document(s)

date

Artist(s) Printed Name

Received by GUSTY GOALS

GUSTY GOALS<sup>™</sup> Assignment of Copyright

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GUSTY GOALS™		
Artist Participation Information: Use additional pages as necessary.		
Number of Artist(s) involved with Design:		
Names of Artist(s) involved:		
	esign:	
Artist(s) Contact Information:		
Name:	Name:	
Address:		
Phone:		
E-mail:	E-mail:	
Nomo	Nomo	
Name:   Address:		
Phone:	Phone:	
E-mail:	E-mail:	

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