



# *DOORS TO HOMES & HOPE*

## A Community Art Initiative

Presented by  
The Lexington Area Habitat for Humanity  
*In support of providing safe, affordable housing In our community*

**Artist Copyright Assignment**  
**DEADLINE: June 30,2015**

Whereas, \_\_\_\_\_ (Artist) is the author of the design and sketches (collectively referred to as the "Design") attached to this application submitted to The Lexington Area Habitat for Humanity on the same date as the date of this Assignment;

Whereas, Artist understands and acknowledges that, as part of the application process it is intended that The Lexington Area Habitat for Humanity, owns the entire right, title, and interest in and to the Design;

Whereas, Artist understands and acknowledges that, if the Design is approved he/shall apply that design to a "Door to Homes & Hope" provided by The Lexington Area Habitat for Humanity upon payment of his/her \$25 entry fee, thereby creating a finished door.

Whereas, Artist desires to transfer al of his/her right, title, and interest in to the Design, including, but not limited to, all derivative works which are based on the design to The Lexington Area Habitat for Humanity.

Whereas, Artist understands and acknowledges that The Lexington Area Habitat for Humanity shall continue to be the sole and exclusive owner of the entire right, title, and interest in and to the Design, including, but not limited to, all derivative works based on the Design if the finished door is approved for exhibition, as described in detail in the Artist Guidelines.

Now, therefore, for good and valuable consideration receipt of which is hereby acknowledged, and intending to be legally bound hereby, Artist hereby assigns to The Lexington Area Habitat for Humanity all his/her right, title, and interest in and to the Design, and to any derivative works based on the Design including, but not limited to, any rights it may have in the finished door, together with any and all copyright applications and registrations therefore.

Artist acknowledges and agrees that, due to the nature of the public display of the finished door, The Lexington Area Habitat for Humanity shall not be liable for any distortion, mutilation, modification or destruction of the finished door by accident, act of God, or person. Artist hereby waives his/her rights under the Visual Artists Rights Act (VARA) 17 U.S. C.-106A, as against The Lexington Area Habitat for Humanity in the event of such distortion, mutilation, modification, or destruction.

Artist further acknowledges and agrees that if the finished door is vandalized, damaged, or otherwise modified and the Artist is unable or unwilling to promptly repair such alteration, The Lexington Area Habitat for Humanity 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 rights under VARA in the event and to the extent that The Lexington Area Habitat for Humanity deems such repair necessary.

Artist represents to The Lexington Area Habitat for Humanity that he/she is the sole author of the Design and that the Design is an original work of authorship which does not infringe upon the copyright rights or any intellectual property rights of others, and that he/she has the unencumbered right to make this assignment.

In the event the Design is not approved or selected for exhibition, as described in the Artist Guidelines, The Lexington Area Habitat for Humanity shall assign (and hereby does assign) back to Artist all its rights, titles, and interest in and to the Design.

Signature of Artist \_\_\_\_\_

Printed Name of Artist \_\_\_\_\_ Date \_\_\_\_\_

