



Master Gardener
Program

WASHINGTON STATE UNIVERSITY
EXTENSION

Eco-Gardening Symposium
1107 S Juniper Drive
Moses Lake, WA 98837

(509) 765-9618

www.ColumbiaBasinCds.Org

marie-lotz@conserveva.net

POSTER AGREEMENT

COLUMBIA BASIN ECO-GARDENING SYMPOSIUM

1) Assignment

A color Poster will be completed by ARTIST NAME for the Eco-Gardening Symposium (EGS). The Poster will be used by the EGS as an advertising tool. The advertising poster, to be printed by the EGS Committee, will be approximately 11" x 17". This Poster will be completed by November 22, 2019 and accepted by the EGS Art Selection Committee.

2) Compensation

As a winner, ARTIST NAME, Artist, will receive one of the following prizes: \$250 (for first place), \$100 (for second place) or \$50 (for third place) compensation from the EGS Committee for the Poster design assignment. A bill must be submitted to the EGS Committee upon completion of the Poster or by January 31, 2020 whichever comes first. The Poster deadline given must be met or negotiated as described above under

Printing costs are the responsibility of the EGS Committee.

The compensation fee will be due and payable upon delivery of the Poster and a bill from the assignment by ARTIST NAME to Marie Lotz, 1107 S Juniper Drive, Moses Lake, WA 98837, 509-765-9618.

3) Image Rights and Usage

ARTIST NAME, Artist, and the EGS Committee agree that for the assignment ARTIST NAME has successfully produced a winning Poster ready to be printed.

The Poster created under this agreement is subject to the Copyright Act of 1967 and will remain the property of ARTIST NAME. It is agreed that ARTIST NAME has full and unlimited rights to market the Artwork.

It is further agreed that the EGS Committee has unlimited rights to use all images delivered to them under this agreement for advertising use. This includes publication in brochures, flyers, presentation books, promotional posters and billboards promoting the Eco-Gardening Symposium. It also includes publication in

newspapers and magazines as news releases, feature articles or advertising. The EGS Committee may also use the Poster image in promotional slide shows, prints as awards, and on the internet (with appropriate safeguards against pirating).

It is agreed that the EGS Committee may use the Poster image on items such as postcards, shirts, sweat-shirts, hats, glassware and other memorabilia if the cost per item does not exceed \$50.00. It is agreed that if there is a desire to develop commercial items over the above mentioned \$50.00 the EGS Committee will enter negotiations with ARTIST NAME to determine royalty fees.

4) Disputes

Any dispute about the services provided by ARTIST NAME, Artist, to the EGS Committee, Customer, or the validity, interpretation, performance or breach of this contract shall be arbitrated in Seattle, Washington pursuant to rules of the American Arbitration Association and the laws of the State of Washington. Judgment on the arbitration award may be entered in the highest federal or state court having jurisdiction. Any dispute involving \$1,500.00 or less may be submitted, without arbitration, to any court having jurisdiction thereof. Customer shall pay all arbitration and court costs, reasonable attorney's fees, plus legal interest on any award or judgment.

Customer agrees that the above terms are made pursuant to Article 2 (two) of the Uniform Commercial Code and agrees to be bound by same, including specifically the above clause to arbitrate disputes.

Accepted by ARTIST and Grant County Conservation District for the 2020 Poster Artwork:

Marie Lotz
Grant County Conservation District.

Date: _____

Accepted by the Artist:

ARTIST NAME
Artist

Date: _____