

Artist contract

This agreement, entered this day of _____ between _____ (hereafter known as “Artist”) and Ganbatte Convention Inc., shall govern the respective rights of Artist and Ganbatte Convention Inc. with respect to the designs and artwork attached to these designs described herein.

Section I. Parameters

Artists and Ganbatte Convention Inc. agree that the artwork and design to be created by Artist agreeable to Ganbatte Convention Inc.’s specifications shall be limited to, unless modified in a writing signed by both parties, the following artwork and design, hereafter known as “Parameters”:

- (i) Preliminary artwork to be completed and made subject to Ganbatte Convention Inc.’s approval through any stage of the process before completion.
- (ii) Completed artwork to be delivered to Ganbatte Convention Inc.
- (iii) Ganbatte’ Convention’s Inc. use of the artwork and design as its mascot.

Section II. Deadlines and Completion

Upon receipt of Ganbatte Convention Inc.’s specifications agreeable to Section 1, which Ganbatte Convention Inc. agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Parameters upon arrival of designated deadlines in a writing signed by both parties.

Section III. Rights

Artist and Ganbatte Convention Inc. agree that the following rights shall be transferred from Artist to Ganbatte Convention Inc. upon completion of the Parameters. Any rights not expressly specified herein shall be reserved by Artist:

- (i) **All-Rights for Limited Purpose.** Artist hereby grants and assigns to Ganbatte Convention Inc. the exclusive rights to publish, print, employ, advertise, profit, or otherwise utilize the Parameters exclusively in relation to the organization and not in furtherance of any other purpose not stated herein, unless modified by a writing signed by both parties.

Section IV. Compensation

The validity of this Agreement and completion of Parameters will be compensated by Ganbatte Convention Inc. to Artist as follows:

- (i) With a free artist table at the convention in July hosted by Ganbatte Convention Inc. during the period that this contract is valid.
- (ii) With promotions of Artist's title and 1 social media platform supplied by Artist exclusively in forms described when Ganbatte Convention Inc. uses new artwork on its social media formats according to the agreement of this contract:
 - a. Ganbatte Convention Inc.'s official website at www.Ganbatte.ca
 - b. Ganbatte Convention Inc.'s official community organization page at Ganbattecon on Facebook.
 - c. Ganbatte Convention Inc.'s twitter.
 - d. Ganbatte Convention Inc.'s instagram.
 - e. Ganbatte Convention Inc.'s tumblr.

Section V. Copyright

Entries must be original and created solely by the applicant. Entries must not infringe on the intellectual property rights of others (e.g., copyright, trademark). The winner of the contest must agree to transfer ownership of their intellectual property rights (including copyright) to Ganbatte Convention Inc.

Ganbatte Convention Inc. will own the rights to the Ganbatte mascot and will be marketed as such with credit to the artist for their works.

Section VI. Originality

Artist represents and warrants to Ganbatte Convention Inc. that, to the best of Artist's knowledge and belief, the Parameters assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Parameters by Ganbatte Convention Inc. which may infringe upon the rights of any other person. Ganbatte Convention Inc. agrees that it shall hold Artist harmless for any claim or liability caused by Ganbatte Convention Inc.'s use of Artist's product to the extent such use infringes upon the rights of any other person.

Section VII. Performance

Artist is a Ganbatte Convention Inc. representative and is expected to behave respectfully and in a public setting in the following ways during the valid period of this contract:

- (i) Behavior on social media in relation to Ganbatte Convention Inc.
- (ii) Behavior on Ganbatte Convention Inc. affiliated events or appearances.

Section VIII. Liability

Ganbatte Convention Inc. agrees that it shall not hold Artist or any agent thereof liable for any damages resulting from Artist’s failure to complete the Parameters in a timely manner, regardless of whether such failure was caused by intentional or negligent acts.

Section IX. Termination

Ganbatte Convention Inc. may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Ganbatte Convention Inc. agrees to compensate Artist in full according to this Agreement if Artist has completed the finished artwork at the time of cancellation.

Failure otherwise to uphold this contract of either party will result in immediate termination of the Agreement.

Consented and Agreed on the day of _____ .

_____ on _____ .
[Ganbatte Convention Inc. President] [Date]

_____ on _____ .
[Ganbatte Convention Inc. Vice President] [Date]

_____ on _____ .
[Ganbatte Convention Inc. Treasurer] [Date]

[Artist Company Name]

_____ on _____.
[Artist Name] [Date]