

## ASSIGNMENT OF RIGHTS

This Assignment of Rights (“**Assignment**”) dated as of October 3, 2022 is made by the individual named below (“**Contributor**”).

1. Background. Contributor has submitted or intends to submit one or more stencils to City in response to City’s invitation to artists under City’s “*Sidewalk Shadow Art Project*”, whereby artists are encouraged to design and create stencils to be used by City and its agents to apply the artwork to City’s sidewalks. Each stencil submitted is referred to generally in this Agreement as the “**Art**”.

2. City's Rights. Contributor acknowledges as follows:

(a) City is and will be the sole and exclusive owner in perpetuity throughout the universe of all right, title, and interest in and to the Art and all results and proceeds of the Art including any materials created or developed by Contributor pursuant to this Agreement (collectively, the “**Works**”), including without limitation all copyright and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers), all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised), and all allied, ancillary, and subsidiary rights therein. In furtherance of the foregoing, Contributor agrees that the Works have been specially ordered or commissioned by City, the Works are works made for hire for City as defined in Section 101 of the Copyright Act of 1976, and City is and will be considered the sole and exclusive author of the Works for all purposes. To the extent the Works or any part thereof do not qualify as work made for hire, Contributor hereby irrevocably assigns, transfers, and otherwise conveys to City throughout the universe, in perpetuity, all right, title, and interest in and to such Works, including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers), all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised), and all allied, ancillary, and subsidiary rights therein.

(b) Without limiting the foregoing, City's rights in the Works include the right to change, edit, adapt, and rearrange the Works, and subtract from, add to, and combine the Works with any other material, in whole or in part, as City and its successors and assigns determine in their sole discretion. Contributor has no right to review or approve the Works before they are used by City or at any other time. Contributor waives any and all claims Contributor may now or later have in any jurisdiction to so-called moral rights or droit moral with respect to such Works. City has no obligation to use the Works.

3. Use of Contributor's Name, Likeness, and Information. Contributor hereby grants to City and its affiliates, and their respective successors, licensees, and assigns, the perpetual, worldwide right to use Contributor's name and image, likeness, and biographical and professional information, including information Contributor provides to City and any other information about Contributor that is publicly available, in

connection with the Works in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised, without further consent from or any royalty, payment, or other compensation to Contributor.

4. Representations and Warranties. Contributor hereby represents and warrants that: (a) Contributor is at least 18 years of age and has the right and ability to enter into this Agreement, to perform all obligations hereunder, and to grant the rights granted herein; (b) the creation and delivery of the Works, and the use by City (or its successors, licensees, assignees, designees, or affiliates) of the Works and rights granted hereunder, do not and will not defame or violate any right (including, without limitation, copyright, trademark, trade secret, or privacy or publicity rights) of, and do not and will not conflict with or violate any contract or agreement with or commitment made to, any person or entity; (c) no consent or authorization from, or payment to, any third party is required in connection with Contributor's submission of the Art or City's exercise of its rights hereunder, and Contributor is not subject to any disability, obligation, or commitment, nor will Contributor accept any obligation or commitment, whether contractual or otherwise, that could interfere with Contributor's full compliance with and full performance under this Agreement; (d) no lien, claim, or encumbrance exists that may affect this Agreement or City's distribution, exhibition, other exploitation, advertising, or promotion of the Works, in whole or in part, in any media or by any technologies or means of delivery now or hereafter known or devised, at any time or in any territory throughout the universe; (e) no material supplied or to be supplied by Contributor hereunder is subject to litigation or any claim; and (f) the Works and any additional material Contributor furnishes hereunder are and will be wholly original with Contributor, are not and will not be copied, in whole or in part, or based upon any other work, and have not been and will not be exploited in any manner whatsoever, in any media or by any technologies or means of delivery now or hereafter known or devised, at any time or in any territory throughout the universe, other than by City. Contributor acknowledges that City is not a signatory to any guild, union, or other collective bargaining agreement and that this Agreement and Contributor's services are not subject to any such agreement.

5. Indemnification. Contributor shall indemnify, defend, and hold harmless City and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to: (a) bodily injury, death of any person, or damage to real or personal property resulting from Contributor's acts or omissions; or (b) any

breach by Contributor of Contributor's representations,  
warranties, or other obligations hereunder.

CONTRIBUTOR:

\_\_\_\_\_ [*signature*]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email: \_\_\_\_\_