

HUMAN RESOURCES ACHIEVEMENT PROGRAM



OFFICE OF THE CHIEF FINANCIAL OFFICER
ARTIST AGREEMENT

This Non-Profit Artist Agreement, (the "Agreement") is made and entered into as of the **[DATE]** by and between **Human Resources Achievement Program, Inc.**, a District of Columbia nonprofit corporation with its principal place of business at 1231 B, Good Hope Road, Washington DC 20020 (the "Event Organizer") and **[Artist]**, a **[STATE]** corporation with its principal place of business at **[ADDRESS]** (the "Vendor").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Donation of Artwork(s)

The Artist agrees to donate the following artwork to the Nonprofit:

- Title: [ARTWORK TITLE]
- Medium: [ARTWORK MEDIUM]
- Dimensions: [ARTWORK DIMENSIONS]
- Value: [ARTWORK VALUE]

The Artist agrees to deliver the artwork to the Nonprofit at its address on or before December 2, 2023.

2. Silent Auction

The Nonprofit agrees to auction the artwork at a silent auction to be held on or about December 2, 2023. The Nonprofit will use the proceeds from the auction to support its charitable mission.

3. Price

The Artist agrees to set a reserve price for the artwork of [RESERVE PRICE]. If the artwork does not sell for at least the reserve price, the Nonprofit will return the artwork to the Artist.

4. Credit

The Nonprofit agrees to credit the Artist in all promotional materials related to the auction. The credit will include the Artist's name, website, and social media handles.

5. Copyright

The Artist retains all copyright and other intellectual property rights in the artwork.

6. Termination

Either party may terminate this agreement within 5 days before the event by giving the other party written notice of termination. Upon termination, the Nonprofit will return the artwork to the Artist.

7. Governing Law

This agreement will be governed by and construed in accordance with the laws of the District of Columbia.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Severability

If any provision of this agreement is held to be invalid or unenforceable, such provision will be struck from this agreement and the remaining provisions will remain in full force and effect.

10. Waiver

No waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

11. Notices

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Artist:

[ARTIST NAME]

[ARTIST ADDRESS]

If to the Nonprofit:

Human Resources Achievement Program, Inc

1231 B, Good Hope Road, Washington DC 20020

or to such other address as either party may designate in writing from time to time.

12. Binding Effect

This agreement will be binding upon and through to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Miscellaneous

This Agreement will be governed by and construed in accordance with the laws of the District of Columbia.

This Agreement may not be amended or modified except in writing signed by both parties.

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck from this Agreement and the remaining provisions will remain in full force and effect.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Human Resources Achievement Program, Inc.

By:

Name: Ernesto Rodriguez

Title: Chief Executive Officer

[ARTIST]

By:

Name:

Title: