

## ARTWORK RELEASE

This Artwork Release (the "Release") is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (the "Celebrity Artist"), and ("The Phoenix,") Jessica Alexis Steele of Making Up Lost Ground.com

### 1. PERMISSION TO USE ARTWORK.

In consideration of the donation of Doodle Art to the ("The Phoenix,") Jessica Alexis Steele of Making Up Lost Ground Incorporated, receipt of which is acknowledged and received, the ("Celebrity Artist") grants the ("The Phoenix") and its employees, agents, independent contractors, licensees, successors, and assigns (the "Phoenix's Agents") the non-exclusive right to photograph, reproduce, and use in any manner (the "Use") of a \_\_\_\_\_ [*painting, sculpture, doodle art etc.*] entitled \_\_\_\_\_ [*insert name of artwork*][and attached hereto in the form of a photograph as Exhibit A] (the "Artwork," and, together with the Use, the "Artwork Use") for the purpose of making, distributing, exhibiting, and raising profits from a [book] tentatively entitled Celebrity Doodle Art Vol. I (the "Book") for the express purpose of Supporting Abuse and Incest Recovery through all means advertised on the website [www.makinguplostground.com](http://www.makinguplostground.com). The "Celebrity Artist" grants the "The Phoenix" any further rights that may be required to effectuate the Artwork Use and understands that the "The Phoenix" will proceed in express reliance on this Release and the rights granted hereunder with due diligence and commitment to the cause.

### 2. RIGHTS AND OBLIGATIONS.

The "The Phoenix" shall solely own all right, title, and interest in and to the artwork and to all promotional material for the artwork, including but not limited to all copyrights. The "Celebrity Artist" shall have no ownership or other rights, including, but not limited to, any rights of inspection or approval, in or to the Book. "The Phoenix" shall have the right to distribute, exhibit, market, advertise, publicize, and otherwise exploit the Artwork, including any images of the Artwork, by any title, in all media, now known or unknown, in perpetuity, throughout the world (the "Exploitation"). Nothing in this Release shall obligate "the Phoenix" to (i) cause the Exploitation, (ii) pay any money with respect to the Exploitation, or (iii) use the Artwork in the Book in a certain manner or at all.

### 3. RELEASE.

The "Celebrity Artist" agrees to release [and hold harmless] "The Phoenix" and the Phoenix's Agents from any claim of any kind or nature whatsoever, including, but not limited to, those based upon the invasion of privacy or publicity, defamation, or copyright, arising from the Artwork Use, and agrees to not bring any such claim, now or in the future, against the Phoenix and the Phoenix's Agents.

\_\_\_\_\_].

### 4. OWNER'S REPRESENTATIONS AND WARRANTIES.

The Celebrity Artist hereby represents and warrants as follows:

- (a) It is the sole owner of the copyright in the Artwork and has the full power, authority, and right to enter into this Release and to permit and grant the Artwork Use for the fundraising and book and that no third-party permission is required.
- (b) The Phoenix exercises of the rights under this Release shall not infringe any copyrights or violate any third party's rights.
- (c) The rights granted under this Release are not subject to any litigation or encumbered in any way that would interfere with the Phoenix's full use of such rights.

**5. AMEDMENTS.**

No amendment, change, or modification of this Release shall be valid unless in writing and signed by both Parties.

**6. SUCCESSORS AND ASSIGNS.**

All references in this Release to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Release shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**7. GOVERNING LAW.**

This Release shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Release or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**8. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Release, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**9. SEVERABILITY.**

Whenever possible, each provision of this Release will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Release is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Release will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**10. ENTIRE AGREEMENT.**

This Release [, together with Exhibit A hereto,] constitutes the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof, and

supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**11. HEADINGS.**

Headings used in this Release are provided for convenience only and shall not be used to construe meaning or intent.

**ACCEPTED AND AGREED TO:**

**CELEBRITY ARTIST** Printed Name \_\_\_\_\_

By: \_\_\_\_\_  
Signature:

**JESSICA ALEXIS** Printed Name Jessica Alexis Steele a.k.a. The Phoenix

**STEELE A.K.A.**  
**“THE PHOENIX”**

By: \_\_\_\_\_  
Signature:

***(Optional)***[EXHIBIT A  
PHOTOGRAPH OF ARTWORK]

*[Include a photograph of the Artwork here]*