

Artist's Agreement

This Artist's Agreement applies to you if you submit art for publication or display by Culturally Arts Collective ("CAC"). Please review these terms carefully, because by submitting your work to Visionary Art Collective, you (referred to herein as "Artist") agree to be bound by each of these terms and conditions.

1. By submitting your work to CAC, you are granting to CAC a non-exclusive, revocable, worldwide license to use, promote, and display your submission for commercial and non-commercial purposes, including on CAC's website, Facebook, Instagram, Tiktok, Twitter, LinkedIn, and on other CAC media or platforms. This license includes, without limitation, the non-exclusive right to use and display your submission on CAC and its affiliated websites, social media, publications and products. By submitting your intellectual property to CAC, these terms are applicable to any CAC print publication; CAC will notify you and seek your advance consent to its use and inclusion of your submission in any CAC print publication by notifying you of your intellectual property's selection for exhibition, hereby instating an implied contract for print authorization unless otherwise noted by Artist.
2. Work submitted by Artist, including the copyright and other rights of Artist in and to such work, remain the sole and exclusive property of Artist. CAC will use reasonable commercial efforts to ensure that its publication or display of your work will be accompanied by appropriate copyright notices or equivalent attribution, displayed in reasonable proximity to the work on CAC's website or other media or platform. Placement of any work or submission on CAC's media or platforms, which may include its Facebook, Instagram, Tiktok, LinkedIn, website, print publication, or machine-accessed media, shall be in CAC's discretion.
3. You may terminate your license to CAC at any time, for any reason, upon thirty (30) days advance written notice to CAC, which form of notice includes electronic mail to CAC's then current email address, with proof of receipt by CAC. CAC reserves the right to remove, or decline to display or publish, any submission, for any reason, in its sole discretion, with or without notice. CAC also reserves the right to terminate any user's or Artist's access to the website or its other media or platform, at any time, for any reason, in its discretion and without or with notice.
4. Artist warrants and represents to CAC:
 - a. That their submission is the Artist's original work.
 - b. That Artist is the sole owner of all right, title and interest in and to their submission, and has all requisite right and authority to submit such work to CAC, to enter into this Artist's Agreement, and to grant to CAC this license.
 - c. That their submission does not infringe any other person's or entity's copyright, trademark, personal or privacy right, moral right, intellectual property right, or any other right.

d. Artist's submission to CAC, and CAC's use, display, or publication of Artist's submission will not violate, breach, or conflict with any license, agreement, contract, covenant or obligation to which Artist is a party or by which Artist is bound, or which otherwise involves the submission.

e. Artist's submission is not comprised of, and does not include, material or images which are or may reasonably be perceived as obscene, pornographic, seditious, defamatory, threatening, liable to incite hatred, include libel or slander, or menacing.

f. Artist is over the age of eighteen years old or has explicit parental consent as dictated in the application.

g. Artist agrees to defend, indemnify and hold CAC and its directors, officers, employees or members harmless from any claim, demand, suit, action, proceeding or cost or expense arising out of or relating to Artist's breach of any of the warranties above, Artist's submission, or any breach of Artist's obligations or covenants set forth in these terms and conditions.

5. Artist acknowledges and agrees that Culturally Arts Collective and CAC's logos, name, trademark, trade dress, rights and licenses, the design and layout of its website, its copyrights, and any other intellectual or other property, are the sole and exclusive property of CAC or its licensors.

6. All services provided by CAC, if any, including the operation of its website, media or platforms, are provided "as is." CAC makes no representations or warranties of any kind, express or implied, as to the operation of its website or other media or platforms, or as to the information, content, materials, products or other services included on or otherwise made available through its website, media or platforms, unless otherwise specified in writing. CAC disclaims any and all liability in connection with Artist submissions and the operation and display of its website, media and platforms. Neither CAC nor its owners, officers, directors, employees or agents shall be liable to Artist for any reason or in any way, including, without limitation, in connection with publication or display of Artist's submission, a declination to publish or display Artist's submission, removal of Artist's submission, or the content of CAC's website, media, platform or other publication. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to Artist, some or all limitations and disclaimers of CAC may be inapplicable and Artist may have other or additional rights.

7. CAC may modify or amend these terms and conditions upon notice to you, including electronic notice. These terms and conditions shall be governed by the law of the State of Texas, and the federal and state courts located within the State of Texas shall be the sole and exclusive forum for any disputes arising out of these terms and conditions or otherwise Artist's submission of work.