

MONACOW PARADE

“ARTIST’S” APPLICATION & COPYRIGHT TRANSFER FILE

Application deadline date: February 25th 2005

Before filling in this form, please refer to the list of specifications for the decoration. All applications should comply with the directives given in the artist’s file. MonaCow Parade reserves the right of rejecting any incomplete candidature or project, and at its sole discretion. No mail should be included and the decisions taken by MonaCow Parade and its Sponsors are without appeal.

(Mr/Mrs/Miss).....Forename.....Family name (Capitals).....

Date of birth (DD/MM/YY).....

Profession

Artist’s name as it will appear on the plate (limited to 40 characters, including the spaces and the punctuation)

.....

Residing address and postal or zip code

.....

.....

Address and postal or zip code

.....

.....

Home phone Office phone

Mobile..... Fax.....

Email address

Name proposed for the cow (limited to 40 characters, including the spaces and the punctuation):

.....

.....

.....

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The Applicant’s Statement

Please give a brief description of what inspired your work and the elements that make it a unique work.

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.....

The Applicant’s Curriculum

Please draft a short paragraph on yourself and your artistic work, write it in third person style as if someone else was writing about you. It will be used on the MonaCow Parade web site. Do not hesitate to give the address of your web site showing your work, if you have one.

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Choice of the Workshop

Please specify if you prefer working on your cow in your own workshop or in the deluxe **** stable located in the Principality and placed at your disposal by the organisation starting on March 1st 2005.

Private Workshop

Stable

Note: If you choose to work in your own workshop you will then be responsible for the transport of the cow from and to the stable.

Working Hours

Please specify the hour(s) at which you could apply your work on the fibreglass cow:

Daytime

Night time

Both

Weekdays

Weekends

Both

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The Cow’s Profile

Please describe the aspects concerning your decoration proposition on one of the cow models proposed. You may, if you wish, enlarge these forms however do not supply a project superior to the A4 format (21 x 29.7 cm). Please note that more your project is detailed and more the examination of your proposition by the owners will be simplified.

Keep in mind that all the materials proposed in your application become the property of MonaCow Parade and shall not be returned. Consequently, make sure you keep a copy of your application. Any materials superior to the A4 format shall not be examined.

Please use the application forms supplied.

The Artist’s Consent

All the people or organisations whose work is selected for the MonaCow Parade acknowledge that owing to that fact they accept the following terms related to the art work(s) proposed without being able to claim remuneration for themselves:

- Their art work(s), design(s) and statements may be reproduced in any catalogue or informative material elaborated by the organisers.
- Their art work(s), design(s) and statements may be used in printed form and by means of electronic media for the promotion and advertising of the exhibition.
- Their art work(s) may be reproduced on forms specifically designed to that effect
- Under reserve of reasonable prior notice and of their availability, the artists shall make themselves available for interviews and/or within the scope of electronic media in relation with the exhibition.
- Their art work(s) may be placed on auction sale either in public, or through the intermediate of sales on the Internet.

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Derived Materials and Goods

The people or organisations proposing a work hereby give permission to the organisers to reproduce their work or design on official promotional material in the nature of souvenirs as established through the international practice of the CowParade, including but without being limited to: porcelain miniatures, cuddly/fabric toys, clothing, cups, mouse pads, umbrellas, blankets, email cards, etc.

All these items will be produced under the care of the organisers and shall mention the artist’s name and the title of the work. The related profits shall go to the organisers and the CowParade Holdings Corporation under the terms of a licence agreement.

If there exist elements on which you expressly refuse that reproductions of your work appear, please supply a separate explicative letter motivating the exclusion, it shall duly be taken into account by MonaCow Parade.

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TRANSFER OF COPYRIGHT AND ARTISTIC RIGHTS

Whereas.....[name of the artist],

Person or authorised representative of an organisation or group domiciled at:

.....
.....
.....

(The present “Artist”) is the author (reference to a collective) of the decoration and the drawings (hereinafter collectively called the “Design” enclosed with the Application deposited in the hands of MonaCow Parade on the date of this transfer.

The artist by this document freely transfers the entire copyrights, artistic rights, titles and interests on the original design to MonaCow Parade, organisers of the artistic exhibition that, in turn, is holder of a licence agreement with the CowParade Holdings who is holder of the international rights on the said exhibition (hereinafter collectively called “Cow Parade”).

The Artist agrees that if his Design were selected, it would be applied to a sculpture representing a cow as supplied by CowParade. The decoration applied by the Artist on the support supplied by Cow Parade form a final work: the “finalised cow”. The Artist transfers in advance the entire and complete copyrights, artistic rights, titles and interests on the work applied on the Finalised Cow.

The Artist is advised and agrees that Cow Parade continues to be the exclusive owner of the entire rights, titles and interests bearing on the Design of the Finalised Cow, including but without being limited to: the derived works based on the said Design or the Finalised Cow if the said Finalised Cow is admitted to take part in the exhibition as described in detail in the invitation and the artist’s application form in the Cow Parade.

The Artist is advised and agrees that, because of the presentation of the Finalised Cow to the general public, Cow Parade cannot be held responsible of any deformation, mutilation, modification or destruction of the Finalised Cow whether by accident, act of God or of a person.

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Furthermore, the Artist is advised and agrees that if the Finalised Cow were subject to an act of vandalism, were deteriorated or in any other way modified and that the said Artist was not in the position, or did not wish to, rapidly repair the said degradations, Cow Parade would have the right to proceed or have someone proceed to repairs even if the latter could constitute a deformation, a mutilation or a modification of the Artist’s work.

Finally, the Artist certifies to Cow Parade that he is the unique author of the Design and that the said Design constitutes an original artist’s work that infringes no copyrights or other rights of artistic property or other and that he has the complete right to proceed to this transfer.

If the design is not chosen in the aim of being a Finalised Cow or within the scope of the exhibition as described in the Invitation, Cow Parade shall transfer (and by this document transfers) in turn to the Artist all rights, titles and interests on the design.

Assurances and Terms

By signing this Application

- I agree to all the terms and all the directives contained in the documents enclosed with this file.
- I certify that all the statements brought on these six pages are true to the best of my knowledge.
- I acknowledge that Cow Parade cannot be held responsible of degradations or losses caused to the materials thus entrusted.

Name (Capitals) :.....

Nam of the Cow :.....Date

Signature preceded by “read and approved” in writing