



## Cover Letter

### **Colors In Motion: TOUCHSTONE Artist Collaboration Agreement**

Collaborating to bring beauty into the world through the sharing of many art forms is a mission of the Colors In Motion Creative Team. We are thrilled to provide TOUCHSTONES as a window through which people around the world can find centered calm, refuge, and inspiration.

Up front clarity in our business relationship will insure everyone a rewarding and ongoing way of working together. We greatly appreciate your creative offerings and respect your rights to your work. Attached is the Artist Collaboration Agreement that defines our relationship and supports both you and Colors In Motion.

Just a bit of background: Colors In Motion (<http://www.colorsinmotion.com>) is artistic digital content that changes peoples' moods in public spaces. Designed for architects, planners, designers and developers seeking to incorporate digital media thoughtfully into their work, Colors In Motion new media compositions greatly enhance interior and exterior public space and engage audiences while calming the body, mind and soul.

Periodically throughout the year we produce a newsletter called TOUCHSTONE that features information about what we're up to, but more importantly, a new animation that is posted to our Vimeo page. Beginning in January 2012, we've been producing TOUCHSTONES featuring the work of collaborating artists: poets, dancers, painters, photographers, and composers of music and soundscapes. These TOUCHSTONES are extremely well received by the people on our list, an opportunity each month for them to take a break from their busy days and experience what we call "an artistic interlude."

We have a Collaborating Artist Agreement that we use with the artists with whom we work. The Agreement details that in trade for use of any work in a TOUCHSTONE, we credit the work with links in the body of the Vimeo description, as well as in the TOUCHSTONE email. The Vimeo piece and a web page of the TOUCHSTONE text remain up once created. We encourage each collaborating artist to use the composition to promote their own work / products without restriction, provided Colors In Motion is credited when used. TOUCHSTONES are our growing "catalog in motion" of the kinds of work we can produce that we showcase to potential clients with whom we establish paid contract work for large-scale installations. If a client selects the work of specific artists or composers that they like from a TOUCHSTONE, we immediately engage with those individuals to work out paid licensing contracts (or even custom compositions) under contract. So while TOUCHSTONES promote each contributor directly to our list, currently over 1,000 people, that work also gains this potential to be utilized in a way where paid compensation can be realized if selected for a contract piece.

To view all of the TOUCHSTONES we've created thus far and see how we've worked with other composers and artists, visit <http://www.colorsinmotion.com/touchstone.html>

Below are examples to chose from of how to give full credit to CIM and collaborating artists.

**Example Short form:**

Audiovisual Art created in collaboration with Artist Herein, (list each collaborating artist), Christopher Graefe, and Linda DeHart through Colors In Motion ([www.colorsinmotion.com](http://www.colorsinmotion.com))

**Example Medium form:**

"Title of TOUCHSTONE" is a digital audiovisual work of art created in collaboration with (list each collaborating artist and art form), animator Christopher Graefe, and artistic director Linda DeHart through Colors In Motion ([www.colorsinmotion.com](http://www.colorsinmotion.com)).

**Example Long form:**

"Title of TOUCHSTONE" is a digital work of art, the collaboration of number of artists. Artist Herein's, art form, inspired collaborating artist, to create this (description of art form), elegantly synchronized and seamlessly transitioned by animator Christopher Graefe, conceived of and directed by artist Linda DeHart through Colors In Motion. Colors in Motion's mission is to create works of art that changes people's moods in public spaces. Learn more at [www.colorsinmotion.com](http://www.colorsinmotion.com).

We encourage collaborating artists to provide specifics about how they would like to be credited.

**Please review, sign and return this agreement to Christopher Graefe.** The form can be returned to us as a scanned file with your signature and date clearly visible. If you wish to print and mail it, please send it to:

Christopher Graefe  
333 Lamartine Street  
Jamaica Plain, MA 02130

We appreciate your response within a week of receiving this document.

Yours in collaboration,

The Colors In Motion Creative Team  
Linda DeHart - [dehartart@gmail.com](mailto:dehartart@gmail.com)  
Chris Graefe - [chris@colorsinmotion.com](mailto:chris@colorsinmotion.com)



## TOUCHSTONE Artist Collaboration Agreement

This agreement (“Agreement”) is made this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_ between Linda DeHart and Christopher Graefe, collectively d/b/a Colors In Motion®, of 10 Dana Street #305 South, Cambridge, MA 02138 (“CIM”) and \_\_\_\_\_ of \_\_\_\_\_ (“Artist”) (collectively, “the Parties”) regarding Artist’s contribution to an online “catalog-in-motion” developed by CIM’s creative team (“TOUCHSTONE”).

Whereas, contributions to TOUCHSTONE consist of a brief artistic interlude showcasing the offerings of CIM, and TOUCHSTONE is offered monthly to CIM’s subscribers at no cost;

Whereas, each contribution to TOUCHSTONE is sourced from a variety of original art forms, including but not limited to painting, photography, dance, poetry, music, and soundscapes offering audio, visual, and interactive options; and

Whereas, in addition to artwork created by CIM and its agents or employees, CIM frequently collaborates with other artists on the creation of work to bring beauty and centered calm into the busy lives of people in public and private settings.

In light of the foregoing, CIM desires to so collaborate with Artist and Artist so desires to collaborate with CIM on TOUCHSTONE, according to the following terms:

**1. Contribution.** Artist agrees to contribute an original work described as follows:

\_\_\_\_\_ (“the Work”).

For Artist’s contribution of the Work to TOUCHSTONE, CIM agrees to provide valuable consideration, including but not limited to promotion of the Work as a part of TOUCHSTONE and provision of a digital copy in a mutually convenient format of any use of the Work as a part of TOUCHSTONE. Artist agrees this shall constitute valuable consideration for use of the Work. CIM may provide other promotions where deemed appropriate, including but not limited to linking to Artist’s website in TOUCHSTONE, subject to CIM’s sole discretion.

**2. Copyright and Licensed Use.** The Parties agree Artist retains all copyrights to the Work. Artist hereby grants CIM a perpetual, nonexclusive, royalty-free license on a worldwide basis to use the Work in any collaboration as part of TOUCHSTONE in any manner or medium now existing or hereafter invented (“the Collaboration”). Artist agrees not to make any commercial uses of the Collaboration without discussion with and mutual agreement by CIM.

The parties agree that CIM owns all copyrights to the Collaboration. CIM hereby grants Artist a perpetual, nonexclusive, royalty-free license on a worldwide basis to use the Collaboration for

promotion of Artist's work through a portfolio, including but not limited to posting the Collaboration on Artist's website.

3. **Editorial Control.** CIM shall have the right but not the obligation to use the Work as part of TOUCHSTONE. Artist agrees that CIM has sole discretion as to the implementation of the Work in the Collaboration in any manner that CIM sees fit.
4. **Credit.** Artist requests that credit for the Work be given in the following manner:

“ \_\_\_\_\_.”

The exact manner and timing with which the credit is displayed remains subject to CIM's sole discretion.

5. **Warranty and Indemnity.** Artist warrants that the Work does not contain any illegal materials, including but not limited to materials that infringe another's intellectual property rights and/or contain defamatory statements. Artist warrants that Artist has all rights necessary to enter in and perform its rights and obligations under this Agreement, including the rights necessary to license the Work as specified herein and that Artist has, to the extent necessary, obtained permission to use any prior existing materials incorporated in the Work.

Artist shall indemnify CIM and hold it harmless for any and all claims, losses, expenses (including reasonable attorney's fees), damages, judgments, and liabilities that may arise as a result of or in connection with a breach of the warranties or terms of this Agreement.

6. **Breach and Termination.** If one party believes the other has materially breached this Agreement, it shall send notice of such breach to the allegedly breaching party. The allegedly breaching party shall have thirty (30) days to cure the alleged breach before the other party can terminate this Agreement and seek any relief to which it is legally entitled. To the extent legally permitted, all provisions shall survive termination of this Agreement.
7. **Assignment.** CIM may assign any rights under this Agreement to a third party through contract or through merger, acquisition, or sale of any part of TOUCHSTONE or its other business operations. Artist may not assign any rights under this Agreement, except the right to receive payment.
8. **General Provisions.** The relationship between the parties shall be that of independent contractors. Nothing in this Agreement shall create an agency relationship, employment, partnership, fiduciary duty, or any joint venture between the parties. The failure of either party to require performance under this Agreement shall not affect the full right to require performance any time thereafter, nor shall the waiver by either party of any breach a provision of this Agreement be held to be a waiver of the provision itself. This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts. Any disputes that arise shall be resolved in any court in the Commonwealth of Massachusetts where jurisdiction and venue are proper. In

the event any provision of this Agreement shall be held to be unenforceable or invalid under applicable law or applicable court decision, such unenforceability or invalidity shall not invalidate the Agreement as a whole, or, if it would, such provision shall be amended to be in compliance with the law or struck entirely from the Agreement.

ADDENDUM

Colors In Motion distributes 40% of all proceeds from commercial sales of Touchstones to all artists involved in the project. This distribution is divided evenly between the co-creators of the work and payment is made in the beginning of each year once all receivables from the previous year have cleared.

Agreed and accepted,



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**Name:** Linda DeHart, Christopher Graefe

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**Names:**

*Colors In Motion*

*Artists*