

RED BULL ART OF CAN
Assignment and Transfer Agreement - Washington, D.C.
Exhibition

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy of which is hereby recognized and acknowledged by the parties hereto, this assignment and transfer agreement (this "Agreement") is hereby entered into by and between Red Bull North America, Inc. (together with its parent company and any affiliated companies, "Red Bull") and Artist (as described below) as of _____, 2009.

1. Definitions: The following terms shall be defined as follows:
 - a. "Artist": _____
 - b. "Work": The object created by Artist for, in connection with, and/or submitted to Red Bull for possible display in, the Red Bull Art of Can Exhibition, as may be more fully described in the Artist Information Sheet attached hereto. To the extent Artist has titled the Work, the title of such work is "_____"
 - c. "Rights": All rights, title and interest worldwide; all property rights in, associated with, attached to and embodied in the Work, including all personal and intellectual property rights, including all copyrights, moral rights, publicity rights and any and all other intellectual property rights.
2. Assignment: Artist hereby irrevocably transfers and assigns to Red Bull all Rights in and to the Work. Without limitation, Red Bull may use the Work in and to promote and create awareness of any Red Bull Art of Can Exhibition, for any Red Bull commercial and/or promotional purposes, and/or in any other commercial, public or private way in Red Bull's sole discretion, whether alone or in connection with any Red Bull-related product, service or event. Red Bull may reproduce the Work in any medium, and may make any modifications or derivative works, and may include the work in original or modified form, in compilations or collective works in its sole discretion. Red Bull's use may occur through a variety of methods, communication channels, and media, including but not limited to commercials, advertisements, merchandising, packaging, billboards, posters and/or postcards.
3. Representation and Warranty: Artist warrants and represents that Artist is the sole creator and owner of the Work, that Artist has the right to grant all rights granted herein, and that Red Bull's use of the Work as contemplated herein will not infringe on any rights of any third party. Artist will not create derivative works from the Work, or otherwise use or exhibit the Work for any purpose other than at the Red Bull Art of Can in Washington, D.C. from (Exhibition Dates TBD), 2008.
4. Indemnification: Artist will indemnify and hold Red Bull, its parent, successors, affiliates, licensees and assigns, harmless from and against any and all claims, losses, damages, liabilities, costs and expenses arising out of any breach of the warranty set forth in Section 3. Artist acknowledges that Red Bull will rely on this transfer potentially at substantial cost to Red Bull, and Artist hereby waives and agrees not to assert any claim of any nature whatsoever against anyone relating to the Work or the use thereof.
5. Credit: For all depictions of the Work produced by Red Bull for display at Red Bull Art of Can held in Washington, D.C. from (Exhibition Dates TBD), 2009, Red Bull will include a credit to Artist in the form of "Artist: <artist's name>".
6. Other: Nothing herein constitutes any obligation of or promise by Red Bull to make any use of the Work. This Agreement represents the entire agreement between Red Bull and Artist with respect to the subject matter herein, and

supersedes and cancels any prior oral or written indications, understandings, agreements or negotiations concerning the subject matter herein. This Agreement is binding upon Red Bull and Artist, and each of their respective successors, heirs, and assigns.

Executed this _____ day of _____, 200__ by the duly appointed representatives of the parties:

Artist

By: _____

Title: _____

Date: _____

Red Bull

Red Bull North America, Inc.

By: _____

Title: _____

Date: _____

RED BULL ART OF CAN
Artist Information Sheet - Washington, D.C.

Start creating your masterpiece and when you're ready to turn it in, complete the Red Bull Art of Can Transfer Agreement Form and the following Artist Information Sheet. Both of these documents will need to be submitted with your artwork, no later than _____, _____.

Artist full name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: (____) _____
Email Address: _____
Occupation: _____
School, if Applicable: _____
Name of Piece: _____
Description of Artwork: _____

How many cans did you use? _____
How long did it take you? _____
What was your Inspiration? _____

Do you have any special requests for displaying your piece?

Please include a photo of your artwork.