



SAN FRANCISCO
GENERAL HOSPITAL
FOUNDATION

Heart Artist License Agreement

Dear Heart Sculpture Artist,

The attached license agreement between the San Francisco General Hospital Foundation (“Foundation”) and you is intended to facilitate the ability of the Foundation to raise critically important funding for our mission to promote research, education, and care for all at San Francisco General Hospital and Trauma Center. The agreement ensures that the Foundation will be able to raise funding by auctioning and selling Heart Sculptures and merchandise that depicts the **Hearts in San Francisco** artwork.

The agreement includes the following provisions:

1. The agreement provides assurances from you that you in fact own all rights to the **Hearts in San Francisco** artwork provided and submitted.
2. The agreement grants a perpetual, nonexclusive license from you to the Foundation to reproduce, distribute, perform, and display the artwork, and to prepare derivative works from the artwork. The license granted to the Foundation is for use in connection with the **Hearts in San Francisco** project. Please note that you retain all rights in the work and are free to grant licenses to other parties in addition to the license granted to the Foundation. The Foundation agrees that it will not alter the physical artwork itself. The Foundation may transfer or sublicense its rights to others.
3. The agreement contains several standard legal clauses concerning the state laws that govern the agreement, amendment of the agreement, and the effect if a provision is found to be invalid. The agreement also states that it constitutes the complete agreement between the parties and that the agreement supersedes all other negotiations, understandings, or agreements between the parties, including this letter.

The Foundation encourages you to have your own attorney review the agreement and discuss it with you. We deeply appreciate your interest in the San Francisco General Hospital Foundation’s **Hearts in San Francisco** project.

Please Note: If you are selected as a Heart Sculpture Artist, the San Francisco General Hospital Foundation will provide you with a countersigned copy of this agreement.



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THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of _____
(the “Effective Date”), by and between the **San Francisco General Hospital Foundation, a California non-profit corporation having a place of business at 2789 25th Street, Suite 2018, San Francisco, California 94110 (“Foundation”)** and _____,
an individual residing in _____
_____ (“Artist”).

In consideration of the mutual promises and undertakings set forth below, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Artist warrants that he or she owns all rights, title, and interest in and to the copyrights to that artistic work described in Exhibit A attached here to (the “Work”).
2. Artist grants to Foundation a perpetual, nonexclusive, transferable license to reproduce, prepare derivative works from, distribute, perform, and display the Work in, any media, in connection with the Hearts in San Francisco project. Foundation may sublicense its rights under this Agreement to any person or entity without limitation. Foundation agrees that it will not alter or change the physical Work itself in any way, though Foundation’s rights under this Agreement to prepare derivative works is without limitation.
3. This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This Agreement may only be amended by a written instrument signed by both parties. This Agreement constitutes the complete agreement of the parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements of the parties with respect to the subject matter hereof. In the event any provision hereof is declared invalid or unenforceable in any court or other authority of competent jurisdiction, the parties agree that the invalidity or unenforceability of such provision shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

**SAN FRANCISCO GENERAL
HOSPITAL FOUNDATION**

ARTIST

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____