



DIFFERENT STROKES 2021 SUBMISSION TERMS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby grant to Lesbian and Gay Community Services Center, Inc. and its designees, licensees, assignees, and any third party who creates content on behalf of The Center (collectively, "The Center") the right, but not obligation, to incorporate your submission and any portions thereof, in whole or in part, in any Center-produced or affiliated program related to *Different Strokes/Different Folks: Queer Artists of Color Paint the 21st Century* (the "Exhibit"). You further agree that The Center shall have the right, but not obligation, to exhibit the Artwork(s) by any and all means of distribution, in any manner.

You represent that you have the right to grant to The Center the right to use your submission without the necessity of obtaining the consent of or making any payment to any third person or entity, and that your submission does not infringe on the copyright, trademark, or violate any other right of any person or entity. Nothing herein requires The Center to use your submission. You agree to indemnify, defend and hold harmless The Center and any person claiming under or through The Center, and the officers, directors, shareholders, employees, agents and representatives of each of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs (including reasonable outside attorneys' fees) and expenses arising in connection with any breach or alleged breach by you of any of the representations or warranties herein.

You understand and agree that you shall not be entitled: (a) to any compensation or credit by virtue of your submission (b) to enjoin or otherwise interfere with the production, distribution or any other exploitation of Exhibit, or any element thereof, including, but not limited to, seeking injunctive or other equitable relief, or (c) to inspect or approve the Exhibit or any other materials or elements created and/or produced in connection therewith. You further agree that you shall not, directly or indirectly, disclose, publish or reveal (including social media and blog posts) any and all information and material disclosed, learned or obtained concerning or relating to the Exhibit or The Center.

This agreement and any dispute or controversy relating to the existence, validity, meaning, interpretation, or alleged breach of these terms shall, in all respects, be interpreted, enforced and governed by the laws of the State of New York as it is applied to agreements entered into and to be performed entirely within such State without regard to conflict of laws principles.

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