

Completed applications and supporting materials must be e-mailed to [summitbham@bayerproperties.com](mailto:summitbham@bayerproperties.com) prior to the application deadline in order to be considered.



## DESIGN APPLICATION

This **DESIGN APPLICATION** (this "Agreement") is entered into as of the date this Agreement is completed, executed, and submitted to [summitbham@bayerproperties.com](mailto:summitbham@bayerproperties.com) (the "Effective Date") by and between the Manager and Submitter named below. Manager has been retained by the Owner named below to manage the Property described in this Agreement. Manager desires to engage Submitter concerning the Submitter's submission and/or pitching to Manager of certain design materials and/or ideas (the "Material"), as described as the Primary Idea Summary and Secondary Idea Summary (both as defined below), and Submitter desires to accept such engagement and make the submission. Manager and Submitter hereby agree as follows:

### **BASIC TERMS**

General Information			
<b>Property Name:</b>	The Summit Birmingham	<b>City, State:</b>	Birmingham, Alabama
<b>Manager:</b>	Bayer Properties, L.L.C.		
<b>Owner:</b>	Bayer Retail Company VI, L.L.C.		
<b>Notice Address:</b>	2200 Magnolia Avenue South Suite 101 Birmingham, Alabama 35205 Attn: General Counsel	<b>Event Installation Date (if selected):</b>	November 1, 2020 – November 15, 2020
		<b>Event Duration (if selected):</b>	November 20, 2020 – December 24, 2020
Personal/Contact Information			
<b>Event:</b>	The Summit Selfie Museum, a collective work consisting of ten (10) rooms designed simultaneously by different artists/creators and open to the public as a part of a social-media focused competition.		
<b>Submitter(s) (Legal Name):</b>		<b>Phone Number:</b>	
<b>Website/Social Media Handles:</b>		<b>Email Address:</b>	
<b>Notice Address:</b>			
Prior Works/Experience			
<b>Please provide a short description of your proposed <u>primary</u> work and how it connects with the theme of the competition ("Primary Idea Summary"):</b>			
<b>Please provide a short description of your proposed <u>secondary</u> work and how it connects with the theme of the competition ("Secondary Idea Summary"):</b>			
<b>Please list the four most recent exhibits or installations you participated in, including the dates and nature (title) of those events:</b>			
<b>Please provide a short bio of yourself:</b>			

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How would you describe your work?	
Describe your creative process.	
What does “community art” mean to you?	
<p><b>Please attach a copy of your recent work to the submission email in order to provide the judges with an accurate representation of your creative style and capabilities</b></p>	
<b>Event Preparation Questions</b>	
How much lead time is needed in order to prepare renderings of your proposed design?	
How much time is needed to install your proposed design?	

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION**

1. Submitter understands and acknowledges that it is Manager's policy not to accept submissions of, or pitches pertaining to, material unless the person submitting and/or pitching such material has signed an agreement in a form substantially the same as this Agreement.
2. In consideration of Submitter's execution of this Agreement and of the submission of the Material, Manager agrees to review the Material.
3. Submitter has retained a copy of the Material, and releases Manager from any liability for loss or damage to the copy of the Material that was forwarded to Manager.
4. Submitter represents that the ideas and literary elements contained in the Material are original with Submitter and that no person or entity other than those whose name(s) and signature(s) appear below has collaborated with Submitter in creating the Material or has any ownership rights in the Material. Submitter represents and warrants that Submitter is the owner and author of the Material and that Submitter has the exclusive, unconditional right and authority to submit the same to Manager and Owner upon the terms and conditions stated herein. Submitter indemnifies and holds harmless Manager and Owner from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable attorneys' fees) that may be asserted against Manager or Owner, or incurred by Manager or Owner, at any time in connection with the Material or any use thereof, including, without limitation, those arising from any breach or alleged breach of the representations and warranties given by Submitter herein.
5. Submitter acknowledges that no fiduciary or confidential relationship now exists between Manager and Submitter, and Submitter further acknowledges that no such relationships are established between Manager and Submitter by reason of this Agreement or by reason of Submitter's submission to Manager of the Material. Manager is free to accept or reject Submitter's Material in the exercise of its sole discretion.
6. Submitter acknowledges that Manager has or may have had access to and/or may independently create or may have created materials and ideas which may be similar or identical to the Material or the idea, theme, format, plot or other elements of the Material and Submitter agrees that he/she will not be entitled to any compensation if Manager uses any such similar or identical material which may have been independently created by Manager or may have come from other independent sources.
7. Submitter understands and agrees that Manager is entitled to use any part of the Material, which is not concrete, or does not itself constitute protectable copyrightable property without compensation to Submitter.
8. Submitter acknowledges that, if selected to participate in the Event, Submitter will be required to enter into a separate agreement governing, among other things, the relationship between Submitter and Manager, Submitter's obligations in competing in the Event, the ownership of the work to be created as part of the competition, and Submitter's compensation for competing in the Event,
9. Neither Manager's consideration of Submitter's Material nor any subsequent negotiations between the parties regarding the Material shall be deemed an admission by Manager of the novelty of any ideas contained therein, or of the priority of Submitter's Material over other submissions, or the originality of Submitter's Material. Other than Manager's obligation to review the Material as set forth in Paragraph 2 above, Manager shall be under no obligation of any kind to Submitter absent a written agreement fully executed by Submitter and Manager. Without in any way limiting the generality of the preceding sentence, no agreement to pay any compensation shall be implied from Manager's consideration of the Material or from the failure of Manager to respond after receiving the Material.
10. Any dispute between the parties shall be submitted to arbitration in Jefferson County, Alabama, according to the then current rules of the American Arbitration Association. The arbitrator selected shall be knowledgeable in and have experience in the intellectual property and design industries. The parties hereby waive any and all rights and benefits under the laws of the State of Alabama or elsewhere to litigate any

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such dispute in court, it being the intention of the parties to arbitrate any disputes. The arbitrator's decision will be controlled by the terms of this Agreement.

11. Submitter has read and understands this Agreement, and acknowledges that no oral representations of any kind have been made to Submitter and that this Agreement constitutes the entire understanding between the parties, and Submitter's signature below shall constitute Submitter's acceptance of and agreement with the terms and conditions set forth herein. This Agreement may be changed only by written instrument signed by the parties. The invalidity of any provision of this Agreement shall not affect the validity of the remainder.

12. This Agreement applies equally to any other material, which Submitter may submit to Manager unless the parties agree to the contrary in writing. Submitter acknowledges that this Agreement and the rights granted hereunder may be assigned or licensed by Manager and such assignment shall be binding upon Submitter and Submitter's heirs and/or successors.

13. This Agreement shall be governed by the laws of the State of Alabama, but not those laws pertaining to conflicts of laws, applicable to agreements executed and to be fully performed therein.

*[Signature page follows]*

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IN WITNESS WHEREOF, the Submitter has executed this Agreement as of the Effective Date.

**SUBMITTER:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

To be used if more than one Submitter on the application:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_