



**Intellectual Property Release Agreement  
For  
Department of Public Works Logo Contest**

**This Intellectual Property Release Agreement** (the "Release"), effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is made by and between the Mayor and City Council of Baltimore (the "City"), acting by and through its Department of Public Works ("DPW") and \_\_\_\_\_ (the "Contestant").

**RECITALS:**

**WHEREAS**, DPW is sponsoring the "Cleaner, Greener, Beautiful —Baltimore LOGO Design Competition" (the "Logo Contest"), a community engagement initiative to celebrate a cleaner and greener Baltimore; and

**WHEREAS**, DPW is inviting amateur and professional artists to participate in the Logo Contest during which the winning logo will be selected after evaluation by DPW and public voting (the "DPW Logo") and prizes will be awarded by DPW to the top three logo submissions; and

**WHEREAS**, DPW shall use the DPW Logo for the branding and promotion of DPW's year-long Cleaner, Greener, Beautiful City-wide activities and/or events and shall own all right, title and interest in and to the DPW Logo; and

**WHEREAS**, the Contestant acknowledges that the Logo Contest is being held for a public purpose to benefit the citizens of Baltimore and agrees that DPW shall be the sole owner and have the absolute right, title and interest in and to any logos that the Contestant may submit during the Logo Contest including but not limited to trademark and all other intellectual property rights and DPW may file for trademark registration of the DPW Logo in the name of DPW; and

**NOW, THEREFORE**, in consideration of the Contestant's participation in the Logo Contest, the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

**ARTICLE 1            RELEASE:**

To the extent that such rights as specified in this Article 1, or elsewhere in this Release, exist or are claimed to exist, Contestant hereby waives, releases, disclaims, disavows and forever relinquishes any and all ownership or other rights in and to any logos or other materials that are submitted by the Contestant for consideration in the Logo Contest, whether any of the

Contestant's submitted logos are selected as the DPW Logo or not, and further releases and disclaims any right to reproduce, publish, prepare derivative works, distribute, perform, and/or display any logos or other materials submitted acknowledging that all such rights belong to DPW and the City and not the Contestant. The City and DPW shall have the full and irrevocable right and license to use, photograph, reproduce, manipulate, edit, and incorporate all logos, including the DPW Logo submitted by the Contestant, including, without limitation, in advertising, promotion, merchandising and publicity for DPW and the Cleaner, Greener, Beautiful —Baltimore program or otherwise and DPW may file for trademark registration of the DPW Logo in the name of DPW.

**ARTICLE 2            CONTESTANT'S REPRESENTATIONS**

The Contestant represents and warrants that all materials, including logos, submitted by the Contestant to DPW for consideration in or as part of the Logo Contest, are the sole original product and work of the Contestant and have not been copied, derived or modified from any existing source, artwork or intellectual property of any kind, including but not limited to any copyrighted or trademarked materials or works.

**ARTICLE 3            ACKNOWLEDGMENT**

The undersigned Contestant has read the above Release, prior to its execution, and is fully familiar with its contents. Contestant is over eighteen (18) years of age and competent to execute this Release. This Release shall be binding upon the Contestant, and the Contestant's respective heirs, legal representatives, and assigns.

**CONTESTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and date