

Twist Out Cancer (TOC) produces the Brushes with Cancer program as our signature and primary public program for the cancer community and the art community. The Brushes with Cancer program uses a unique art experience to provide social and emotional support to those touched by cancer with the purpose of improving the quality of life for cancer patients, their family and loved ones. Brushes with Cancer strategically matches artists with those touched by cancer to create unique pieces of artwork reflective of their journey. Over a period of 6 months, selected pairs will connect in person, via zoom, on the phone or email. Their relationships are guided and supported by Twist Out Cancer staff and program mentors with the intention of creating a support system for both the artist and subject. The program finishes on a high note with an art exhibition and reception where the artwork and stories are revealed and celebrated. All proceeds raised from the art auction will go towards further Twist Out Cancer's work in the community.

**Time Commitment:**

Your participation in Brushes with Cancer means that you are required to connect with your respective inspiration or artist **at minimum on 6 occasions**. A Brushes with Cancer mentor will be available to you for additional support to ensure that the process is meaningful.

We ask that all program participants, mentors, and volunteers are aware of - and avoid imposing - their own spiritual values, attitudes, beliefs, and behaviors onto others in the program and commit to respecting others in the program.

TOC acknowledges that some participants will have their own businesses or products. Please understand that this Inspiration-Artist connection is meant to be a supportive relationship and should not be utilized as a sales or promotion opportunity between the two of you. We ask that you refrain from bringing any sales or self promotion aspect into the 1-on-1 relationship.

Please read the following statement carefully and type your first and last name on the line below to acknowledge that you understand these expectations: "The Brushes with Cancer program is designed to cultivate a connection between the artist and inspiration (with support from the program mentors, staff, and the TOC community as a whole). The art is a

tangible product of that connection and intended to illustrate a part of their specific cancer experience - either a moment or as a whole. Willingness to share is required of both the artist and the inspiration. The artist is responsible to listen and extract elements from the inspiration's experience to integrate into the art. The inspiration is not encouraged to direct or dictate the composition of the art work. It is an exchange of trust that can generate unexpected interactions and meaningful connections." Type your full legal name below to agree that you acknowledge this statement.

The Brushes With Cancer experience is meant to provide healing, self-reflection, and an opportunity to build meaningful relationships no matter what stage of survivorship an inspiration may be in. As they share their story, create new meaning, and relive memories that at times may be painful – it is normal to experience a range of emotions that can include negative emotions like sadness, grief, anxiety, or confusion. Like all emotions, it is healthy to acknowledge and process through them and take steps to cope with them. Doing so helps to build resilience. Everyone copes differently: Some people go inward and find that journaling, creating art, taking a quiet walk in nature, listening to music, etc. are helpful. While other people need to reach outside themselves to talk with a friend or family member, engage in a fun new activity, take an exercise class, join a support group (online or in-person), etc. to feel balanced again.

Sometimes, however, negative emotions may persist or old unresolved issues may surface again that need the help of a professional to successfully work through. If an inspiration finds themselves needing additional support, or an artist or mentor becomes concerned about their inspiration's mental health, please reach out our Clinical Director, Ana Gordon at [ana@twistoutcancer.org](mailto:ana@twistoutcancer.org). She is a Clinical Licensed Oncology Social Worker with a decade of experience in mental health and oncology. While the scope of Brushes with Cancer programming does not provide individualized clinical supports like psychotherapy, the Clinical Director can help to connect a participant with mental health resources in their community.

**Connection Agreement:**

As a participant of Brushes with Cancer, I agree to support the mission of the program and Twist Out Cancer's mission. I agree to meet the following expectations regarding my duties and responsibilities:

1. To connect at least 6 times with my respective artist or inspiration by phone, Facetime, Zoom or in person.
2. To connect with the Brushes with Cancer mentor once a month by email, text, phone, Facetime or Zoom.
3. To participate in at least one virtual (online) peer-to-peer group Twistshop with the other Brushes with Cancer Program Participants.
4. To participate in a group orientation call with all Brushes with Cancer participants via Zoom conferencing.
5. To provide Twist Out Cancer with the names and emails of 5 friends, family members or co-workers that we may invite to the art exhibition opening night.
6. To share about the program and promote the exhibition to family, friends and co-workers and encourage them to join me.
7. To understand that it is not the responsibility of the inspiration to direct or dictate the style or composition of the art that will be created, as per the statement below (and previously stated).

The program is designed to cultivate a connection between the artist and inspiration (with support from the program mentors, staff, and the TOC community as a whole). The art is a tangible product of that connection and intended to illustrate a part of their specific cancer experience - either a moment or as a whole. Willingness to share is required of both the artist and the inspiration. The artist is charged with listening and extracting elements from

the inspiration's experience to integrate into the art. The inspiration is not encouraged to direct or dictate the composition of the art work. It is an exchange of trust that can generate unexpected interactions and meaningful connections.

**Artist Participation Agreement:**

This DONATION AGREEMENT (the "Agreement") is entered into by and between the Artist identified above and TOC on August 30, 2024 (the "Effective Date") for the donation of the artwork described in Exhibit A (the "Artwork") attached hereto and made part of this Agreement as if fully set forth herein, subject to the terms and conditions herein.

In consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Artist and TOC, the parties agree as follows:

1. Donation of Artwork

- a. Artist agrees to donate its Artwork produced in connection with the program to TOC. TOC will use the Artwork in furtherance of its mission, including sale, reproduction, etc. Title and ownership of the Artwork is transferred to TOC upon program commencement.
- b. Artist will be granted limited license only for the purpose of displaying the Artwork on Artist's website or as part of Artist's portfolio.
- c. Warranty. The Artist hereby warrants that they/he/she/xe created the Artwork as an original creation and owns all right, title, and interest therein, free and clear of any third party liens, rights or claims. The Artwork does not violate the rights of any third party, and TOC's use or sale of the Artwork will not violate, misappropriate or infringe the intellectual property rights of any third party. Artist will not assign or grant any rights or licenses in or to the Artwork to any third parties.

2. Artwork

- a. Dimensions. The Artwork is suggested to be at least 18" x 24" and shall not exceed 3ft (L) X 1ft (W) X 4ft (H). Using overweight materials is highly discouraged as it can negatively affect moving, displaying and shipping the pieces. Art should be a physical form of art. Digital-only art forms are not accepted for this program format. Fashion, sculpture, canvas art, tattoo art and more are all acceptable, if you have a question about your medium,

please contact us. Art should be ready to hang (if applicable). Glass inserts are discouraged for framed pieces as they are fragile and challenging to transport and ship. **A high resolution, digital photograph of the work is to be provided no later than January 31, 2025.**

3. Transportation of the Artwork.

a. Delivery. Artwork must be delivered by **February 14, 2025 to TOC care of Andrew Edelston at 249 Walden Drive, Glencoe IL 60022** and shall be deemed delivered when acknowledged and accepted with a receipt signed by a person, over the age of eighteen (18) at that address at the time of delivery ("Delivery").

b. Costs. All packing and shipping charges, insurance costs, and other expenses associated with the Delivery shall be the responsibility of the Artist.

4. Responsibility for Loss or Damage.

a. Delivery. The manner in which the Artwork is transported to TOC is the responsibility of Artist and Artist assumes all risk and liability associated with packaging, handling, and delivery/shipping of the Artwork.

b. Storage. TOC shall be responsible for the safekeeping of all Artwork after submission and TOC will assume responsibility after the close of the exhibition for art that has not sold.

c. Delivery upon Sale. If the Artwork is sold, TOC is responsible for packaging, handling, and shipping the Artwork to the buyer, at the added expense to the buyer, and assumes all liability and responsibility for delivery of the Artwork to the buyer.

5. Pricing and Sale. Artist will determine value of artwork. TOC may price and sell the Artwork based on this value, but retains the right to adjust price as they see fit. TOC shall retain 100% of the sale price of the Artwork sold. TOC will provide Artist the name and contact information of the buyer upon request, unless the buyer wishes to remain anonymous. TOC assumes full risk for the failure to pay on the part of any buyer to whom it has sold the Artwork.

6. Use of Artwork. Throughout the duration of the program and following the program, TOC will (a) publicly display the Artwork at the Exhibition; (b) make, use, and publicly display the Artwork to publicize and promote the Exhibition and future TOC-sponsored programs and events; (c) make, use, publicly display and post online photographs, electronic reproductions, and derivative works of the Artwork to publicize and promote the Exhibition

and future TOC-sponsored programs and events; and (d) make, use, publicly display, and sell prints and/or reproductions of the Artwork in various forms online and in retail stores.

#### 7. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties pertaining thereto. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

b. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its control, whether foreseeable or not, including, but not limited to, acts of nature, pandemics or epidemics, governmental actions, fire, civil disturbances, transportation problems, interruptions of power, supply, or communications, or natural disasters.

c. Severability. In the event that any portion of this Agreement is adjudged by a court of competent jurisdiction to be void or unenforceable, and modifying, eliminating or limiting such portion would make it valid, then the Agreement shall be deemed to be construed as so modified or limited to the minimum extent required to be valid and enforceable.

d. Headings; Wording; Interpretation. The headings in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.

e. Relationship of the Parties. It is expressly understood that Artist and TOC are independent contractors of one another and nothing herein shall be construed to create any joint venture, collaboration, partnership, or principal-agent relationship between the parties. Neither party has the authority to bind the other or otherwise act as a representative of the other, unless such authority is expressly provided in a writing signed by both parties.

f. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without application of any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. All disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument.

Any counterpart signature transmitted by facsimile, email, or similar electronic transmission shall be deemed an original signature.

h. Artist agrees to donate their Artwork produced in connection with the BWC program to TOC. TOC will use the Artwork in furtherance of its mission, including sale, reproduction, etc and always with full name attribution.

Intending to be legally bound, the parties have executed this Agreement as of the Effective Date set forth above.