



BRUSHES WITH CANCER x ADRIENNE ARSHT ART CENTER 2026 PARTICIPATION AGREEMENT

Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht) has partnered with Twist Out Cancer (TOC) to bring the Brushes with Cancer program to their Artists and surrounding community affected by cancer. The Brushes with Cancer program provides psycho-social support to those touched by cancer to improve the quality of life for cancer patients, their family and loved ones, through a unique art experience. 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 4-6 months, selected pairs will connect in person, via zoom, on the phone or email. Their relationships are guided and supported by Arsht and 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 celebration where the artwork and stories are revealed and celebrated.

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 connect with you upon request for additional support to ensure that the process is meaningful.

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

Twist Out Cancer is an intentionally-inclusive space for all genders, backgrounds, and capabilities. We expect that all participants will enter the program with a mindset of acceptance and with the understanding that everyone is here to connect in a positive way.

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.

Twist Out Cancer is committed to maintaining supportive, therapeutic and safe programs. As such, Twist Out Cancer reserves the right to remove a participant from a program or refuse services in the event that a participant's participation compromises the health, safety or well-being of other participants or facilitators, or if a participant's behavior is deemed harmful, disrespectful, disruptive or out of alignment with Twist Out Cancer's values.

Please read the following statement carefully and type your first and last name in the box 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 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." **Type your name below to agree that you acknowledge this statement.**

Brushes with Cancer Guide to Mental Health

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 to our **Clinical Director, Ana Gordon at 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.

Resources:

Everyone should have access to the mental health care they need. In the spirit of that, below is a collection of resources designed for cancer survivors at all stages of survivorship:

- **988 Suicide and Crisis Hotline (formerly known as the National Suicide Prevention Hotline):** <https://988lifeline.org/>
- **Triage Cancer Quick Guide to Accessing Mental Health Care:** <https://triapecancer.org/QuickGuide-MentalHealth-PDF>
- **National Comprehensive Cancer Network Patient Guidelines for Distress During Cancer Care:** <https://www.nccn.org/patients/guidelines/content/PDF/distress-patient.pdf>
- **American Cancer Society Resource Helpline (1-800-227-2345):** <https://www.cancer.org/about-us/what-we-do/providing-support.html>
- **The Cancer Support Community Helpline and Local Chapter Finder:** <https://www.cancersupportcommunity.org/cancer-support-helpline>
- **Blood Cancer United Connect with an Information Specialist:** <https://bloodcancerunited.org/resources/patients/information-specialists>
- **Cancer Care Hope Line:** <https://www.cancercare.org/counseling>
- **Psychology Today Cancer Therapist Search Database:** <https://www.psychologytoday.com/us/therapists/cancer>
- **Imerman Angels Peer Support:** <https://imermanangels.org/>
- **Stupid Cancer (for Young Adults) Mental Health and Social Support Resource Guide:** <https://stupidcancer.org/resource-guide/#Mental>

Brushes with Cancer Connection Agreement

As a participant of Brushes with Cancer, I agree to support the mission of the program and Adrienne Arsht Art Center's 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 Arsh/Twist Out Cancer with the names and emails of 5 friends, family members or co-workers that we may formally invite to the art exhibition.**
- 6. To share 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 only: I understand that the expectation is to create a new, unique work of art that will be reflective of my match, their story and personhood. Re-purposing pieces that have already been created prior to being matched in this specific program are not admissible.

Brushes with Cancer Logistical Agreement

This DONATION AGREEMENT (the "Agreement") is entered into by and between the Artist identified above and TOC on February 28, 2026 (the "Effective Date") for the donation of the artwork described in Exhibit A (the "Artwork") attached hereto and incorporated 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 their Artwork produced in connection with the Brushes with Cancer program to Adrienne Arsht Center for the Performing Arts of Miami-Dade County (the "Arsht"). TOC/Arsht will use the Artwork in furtherance of their respective missions, including sale and reproduction of the Artwork, etc and always with full name attribution. Title and ownership of the Artwork and any and all copyright arising from the Artwork is transferred to Arsht/TOC upon acceptance by either TOC or Arsht of the Artist's donation of the Artwork.
- b. TOC/Arsht grant the Artist a royalty-free, limited license to reproduce images of the Artwork solely 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 Artist attests that the Artwork does not violate the rights of any third party, and TOC and/or Arsht'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 should be a created as a physical form of art. Digital-only format artworks will not be accepted by TOC/Arsht. Fashion, sculpture, canvas art, works on paper, and other tangible media are all acceptable. The Artist shall deliver to TOC/Arsht, a high resolution, digital photograph of the work is to be provided Artwork to TOC/Arsht **no later than July 24, 2026**.

3. Transportation of the Artwork.

- a. Delivery. The physical artwork must be delivered between the dates of **August 11-13, 2026 between the hours of 12-5pm (if delivering personally) to Arsht Art Center care of Samuel Loetscher at 1300 Biscayne Blvd, Miami, FL 33132. Shipping is also permitted.** Art 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 Artists will receive an honorarium of \$500 for their participation, and an additional \$100 stipend to assist with material costs. If shipping costs are excessive, Artist may contact TOC/Arsht to discuss reimbursement for shipping costs. Personal delivery is preferred.

4. Responsibility for Loss or Damage.

- a. Delivery. The manner in which the Artwork is transported to Arsht is the responsibility of Artist and Artist assumes all risk and liability associated with packaging, handling, and delivery/shipping of the Artwork.
- b. Storage. Arsht shall be responsible for the safekeeping of all Artwork after submission and after the close of the exhibition hosted by Arsht.
- c. Delivery upon Sale. If the Artwork is sold, Arsht 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. Arsh may price and sell the Artwork based on this value, but Arsh shall be entitled to adjust price at its sole discretion and without consultation or approval by the Artist. Arsh shall retain 100% of the sale price of the Artwork sold.. Arsh shall retain 100% of the sale price of the Artwork sold. Arsh will provide Artist the name and contact information of the buyer upon request, unless the buyer wishes to remain anonymous. Arsh 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, Arsh/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. TOC/Arsh shall put forth reasonable efforts to cause the Artwork to be attributed to the Artist in such exhibition, display, and publication of the Artwork, unless the Artist provides TOC/Arsh with written notice of the Artist's desire to remain anonymous.

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 Arsh/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 Florida 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 Miami-Dade County, Florida.

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 Brushes with Cancer program to Arsht. TOC/Arsht will use the Artwork in furtherance of their respective missions, including sale and reproduction of the Artwork.

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

Copyright Assignment Clause

The undersigned, [Name of Artist], hereby assigns all rights, title, and interest in and to the original artwork described below (the "Artwork") to Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-Dade County, a Florida nonprofit corporation ("Arsht").

Description of Artwork: [To be provided by Artist at a later date and included under this agreement.]

Effective Date: [February 28, 2026]

In consideration of the premises and the mutual covenants contained herein, the Artist hereby assigns, transfers, and conveys to Arsht all rights, title, and interest in and to the Artwork, including, without limitation, all copyrights and moral rights therein.

The Artist acknowledges that Arsht shall have the sole and exclusive right to use, reproduce, distribute, display, perform, and create derivative works based on the Artwork, in whole or in part, for any purpose whatsoever, including, but not limited to, exhibition, promotion, and fundraising activities.

The Artist represents and warrants that:

The Artist is the sole creator and owner of the Artwork;

The Artwork is original and does not infringe upon any copyright, trademark, or other intellectual property rights of any third party;

The Artist has full power and authority to enter into this Assignment and to grant the rights herein; and

The Artwork is free and clear of any liens, claims, or encumbrances.

The Artist agrees to execute any further documents and take any further actions reasonably necessary to effectuate the purposes of this Assignment.

