

# MICHIGAN AFL-CIO Workforce Development Institute Trades Trailer Art Contest Agreement & Information



# Workforce Development Institute's Trade Trailer Decal Highschool Art Competition Agreement

# Michigan AFL-CIO Workforce Development Institute Background:

The Michigan AFL-CIO Workforce Development Institute ("WDI") is a 501(c)3 non-profit organization established in 1977. Our mission is to combat economic and environmental challenges by connecting the unemployed or underemployed with the training and resources necessary to find gainful employment and transition Michigan to a cleaner, greener economy. WDI has successfully operated publicly funded employment and training programs in Michigan for over 40 years.

## **Art Challenge Description:**

We need your help with creating artwork for the outside of an exhibit trailer! This interactive outreach trailer will be utilized to entice and inform primarily young people of trade careers in renewable and alternative energy, battery/EV manufacturing, construction, and water infrastructure. Young people will be able to explore career paths and engage with interactive hands-on exhibits. The trailer will be brought to schools, colleges, and community events across the state.

The vision for the *Trades of Today and Tomorrow* Trailer will display a vibrant vinyl wrap on the side of the trailer and



might include elements such as diverse individuals in the workforce, hardhats and tools, cultural landmarks in Michigan, renewable energy, sustainable buildings, green spaces, and/or any features that convey a vision for the future workforce. The mural should represent themes of strength, hope, fulfillment, and/or solidarity.

We are calling on talented young people to take on this art challenge and bring WDI's vision to life. The competition winner will receive a \$5,000 award, that can be used for secondary school, college, or tools for success, and will be recognized as the artist on the trailer's exterior. The runner-up will receive a \$2,500 award, that can be used for secondary school, college, or tools for success.

# **Binding Agreement:**

To participate in this Highschool Art Competition, eligible high school students and their parents and/or legal guardians (defined as "Entrants" or "You") must comply with the provisions of this Agreement. Therefore, please read this Agreement prior to artwork submission to ensure You understand and agree. You agree that submission of artwork in the Competition constitutes agreement to this Agreement. You may not submit artwork to the Competition and are not eligible to receive the prizes described in this Agreement



unless You agree to this Agreement. This is a binding legal agreement between You and WDI with respect to the Highschool Art Competition.

# **Competition Rules and Submission Guidelines:**

- Failure to satisfy the eligibility provisions below will cause an Entrant's artwork submission to be disqualified: Must be a resident of Michigan;
- Must be a student enrolled in a Michigan public or private high school, or home school, between 9<sup>th</sup> and 12<sup>th</sup> grade;
- Must have obtained a parent's or legal guardian's written consent, prior to submission of entry, in order to be eligible to receive any prizes;
- Your artwork submission must be Your original work, which does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity, and without the use of AI, clipart, or photos from the internet;
- Artwork must be created digitally or by hand using the trailer template provided;
- Make sure to submit a scan or image of your artwork using the jpeg or pdf format;
- · If your artwork submission is too large to send via email,



you must create a link of the artwork that may be submitted via email (i.e., Dropbox link). Please contact WDI with any concerns about submission of the artwork, within enough time prior to the deadline to ensure timely submission;

- You also must submit the original of your artwork to WDI, if your artwork is selected as the winner or runnerup of the Competition;
- Make sure to provide valid email and telephone numbers for both the high school student submitting the artwork, and her/his/their parents and legal guardians.

# Only one submission is allowed per student;

- All artwork must be submitted by Friday, May 23rd, via email to Mary Liz Estrada, <u>mestrada@miwdi.org</u> and Chad Campbell <u>ccampbell@miwdi.org</u>;
- All submission emails must have "Art Competition Entry
  [Your Name]" in the subject line;
- All federal, state and local laws apply.
- WDI and its agents reserve the right to disqualify any Entrant from the Contest if, in WDI's sole discretion, it believes that the Entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair or illegal practices.
- Failure of an Entrant who is contacted by WDI, due to being selected as winner or runner up, within three (3) calendar days of being contacted may forfeit their selection.



#### **Award Prizes:**

1<sup>st</sup> place winner receives a \$5,000 award to be used for trade school, college, professional development, and other tools for success.

Runner-up receives \$2,500 award to be used for trade school, college, professional development, and other tools for success.

**Submission Deadline:** Submit your artwork to Mary Liz Estrada, mestrada@miwdi.org with subject line "Art Competition Entry - [Your Name]" by or before 5:00 PM on Friday, May 23, 2025. Failure to do so will cause Your artwork submission to be disqualified.

### **Award Announcement:**

- WDI agents will select the top five (5) artwork submissions, and post these submissions on the WDI Instagram and Facebook social media pages;
- Members of the public will have the opportunity to express their preferred artwork submission from the top 5 contenders by 5 PM on May 28, 2025 through the WDI Instagram and Facebook pages.
- Agents of WDI will then deliberate and select the winning and runner-up submissions which will be



announced on June 6, 2025;

- WDI and its agents maintain the sole discretion to select the top five artwork submissions, along with the winner and runner up artwork submissions;
- The winner and runner up decisions of the WDI agents are final and binding.
- The winner and runner up, and her/his/their parents and legal guardians, will be contacted by email.
- These artwork submissions will also be announced on WDI social media pages.

#### Taxes:

Awards of the winning and runner-up prizes are subject to all applicable federal, state and local taxes as required by law. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winning and runner-up Entrants.

### **Waiver of Intellectual Property Rights:**

Michigan AFL-CIO Workforce Development Institute will maintain ownership over the art submissions and has the right to modify, use, or not use the submission for the trailer, virtual or printed materials.

As a condition of entry, Entrant grants WDI a perpetual,



irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the artwork submission for any purpose, including display on the WDI website and social media pages, without any compensation to Entrant.

Entries will not be returned. WDI retains all rights in the WDI products and services and entry into this Competition will in no case serve to transfer any WDI intellectual property rights to the Entrant.

The Entrant will have the option of having their signature on the artwork which will be displayed on a trailer's exterior, as the only form of acknowledgement to the Entrant.

# Warranty of Entries and Indemnity:

Entrants warrant that their artwork submissions are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted artwork and that they have the right to submit the artwork in this Competition and grant all required licenses. Each Entrant agrees not to submit any artwork that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade



secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified WDI at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless WDI from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees)

arising out of or accruing from a violation of any warranty set forth herein, or violation of any law.

# **Not An Offer Or Contract Of Employment:**

Under no circumstances shall the submission of artwork into the Competition, the awarding of a prize, or anything in this Agreement be construed as an offer or contract of employment with either WDI, or any person or entity affiliated with WDI. Entrants acknowledge that they submitted their artwork voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now



exists between Entrant and WDI or the persons or entities affiliated with WDI, and that no such relationship is established by Entrant's submission of artwork under this Agreement.

All further questions may be directed via email to Mary Liz Estrada, <a href="mailto:mestrada@miwdi.org">mestrada@miwdi.org</a> and Chad Campbell <a href="mailto:ccampbell@miwdi.org">ccampbell@miwdi.org</a>. To reach WDI by telephone, call Mary Liz Estrada at (517)510-2434) or Chad Campbell at (269-716-7643).



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By signing below, I acknowledge that I have read the terms of this Agreement, and sign as the parent and/or legal

guardian of an eligible high school student who intends to present an artwork submission Competition addressed in this Agreement. I also acknowledge that I am bound by all terms of this Agreement, on my own behalf and on behalf of the high school student who is submitting artwork in this Competition. I understand that I have a right to seek independent legal counsel concerning the provisions of this Agreement.

Signature of Parent or Legal Guardian	Printed Name of Parent/Legal Guardian
Relationship to High School Student of Pare	ent / Legal Guardian
	e read the terms of this Agreement, and sign as an present an artwork submission Competition yledge that I am bound by all terms of this
Signature of High School Entrant	Printed Name of High School Entran