

AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, between [Heather Van Vleet](#) (hereinafter referred to as the "Artist"), located at [New York City](#) and \_\_\_\_\_ (hereinafter referred to as the "Recipient"), located at \_\_\_\_\_.

WHEREAS, the Artist has developed certain valuable information, concepts, ideas or designs, which the Artist deems confidential (hereinafter referred to as the "Information"); and

WHEREAS, the Recipient is in the business of using such Information for its projects and wishes to review the Information; and

WHEREAS, the Artist wishes to disclose this Information to the Recipient; and

WHEREAS, the Recipient is willing not to disclose this Information, as provided by this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **DISCLOSURE.** Artist shall disclose to the Recipient the Information, which concerns: \_\_\_\_\_  
\_\_\_\_\_
2. **PURPOSE.** Recipient agrees that this disclosure is only for the purpose of the Recipient's evaluation to determine its interest in the commercial exploitation of the Information. Artist additionally Agrees that any
3. **LIMITATION ON USE.** Recipient agrees not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to that Information.
4. **CONFIDENTIALITY.** Recipient understands and agrees that the unauthorized disclosure of the Information by the Recipient to others would irreparably damage the Artist. As consideration and in return for the disclosure of this Information, the Recipient shall keep secret and hold in confidence all such Information and treat the Information as if it were the Recipients own proprietary property by not disclosing it to any person or entity.
5. **GOOD FAITH NEGOTIATIONS.** If, on the basis of the evaluation of the Information, Recipient wishes to pursue the exploitation thereof, Recipient agrees to enter into good faith negotiations to arrive at a mutually satisfactory agreement for these purposes. Until and unless such an agreement us entered into, this nondisclosure Agreement shall remain in force.
6. **MISCELLANY.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

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**Artist Signature / DATE**

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**Client Signature /Date**



BY \_\_\_\_\_

Standing member of the *Graphic Artist's Guild*© 2006

Authorized Signatory, Title