

A Color of *Your Own*

Complete this form and return to **refinish_comm@basf.com** for a chance to create your very own custom color!

Builder:	Contact Name:	
E-mail:	Phone:	
Address:		
Vehicle Owner:		
Vehicle Year:	Make:	Model:
Color space:		

Date final color formula will be needed:

Venues where vehicle will be displayed

Name of Event and Venue Location

<input type="text"/>	Date:	<input type="text"/>
<input type="text"/>	Date:	<input type="text"/>
<input type="text"/>	Date:	<input type="text"/>

Number of social media followers:

Facebook	<input type="text"/>	Instagram	<input type="text"/>	Twitter	<input type="text"/>
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BASF AUTOMOTIVE REFINISH COATINGS



Color Development

In connection with Builder's restoration and custom refinish of vehicles, BASF will develop a Builder paint color with input from Builder in a defined color space and for the particular vehicle described above (the "Project Vehicle"). This "Color Ideation Program" includes development paint product colors only, other costs including the purchase of paint, labor and sundries are the responsibility of Builder or the vehicle owner.

Builder will provide BASF with a detailed description of the Project Vehicle, including information on who owns the vehicle, paint products requested, list of events/shows/exhibits where the vehicle will appear and other likely media exposure. BASF will approve Builder's participation in the Color Ideation Program in connection with each Project Vehicle, in BASF's discretion, on the basis that the Project Vehicle has the potential to obtain publicity. Colors created for the Project Vehicle must be used solely for that Project Vehicle and not be re-sold, transferred, held in storage or otherwise modified.

BASF will deliver to Builder the parameters for a customer color for the Project Vehicle, including an allowance for adjustment from the original BASF color recommendation in up to two (2) sets of adjustment and up to four (4) color positions per set.

Restrictions on Use

Builder will adhere to the following guidelines for each Project Vehicle:

1. The Color Ideation Program will only apply to restoration and custom refinishes, not vehicle repairs.
2. BASF will not supply products.
3. BASF products must remain on the Project Vehicle for no less than twelve (12) months.
4. No other paint company's products or identification may appear on a Project Vehicle.
5. The Project Vehicle must, at a minimum, appear at the venues stated above.
6. The color formulation developed will be available in the BASF color database.
7. Video testimonial and posts to social media tagging BASF Refinish North America
8. Social media posts throughout the process promoting BASF as the color experts. Social posts will be at the following stages throughout the process:
 - a. Time of agreement – creating the hype of working with BASF – the color experts
 - b. First round of color – reference how well BASF knows color
 - c. Color revision – strength BASF brings to your vision of the color
 - d. Finalization – create that excitement – color experts
 - e. Painting -excitement of the color – color experts
 - f. All social posts will tag BASF Refinish North America and use the following hashtags:
 - i. #BASFSignatureColor
 - ii. #ColorIdeation
 - iii. #ColorExperts
9. Participate in BASF public relations; available for quotes and interviews
10. Promote BASF as the color experts when the vehicle is displayed at the stated venues
11. Allow BASF access to the vehicle for a 12-month period for shows and events
12. Color must use the following naming format: "Brand" "Color Name" "Builder Name" Edition

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Benefits to BASF

BASF will receive promotional credit in connection the use of BASF Products for the Project Vehicle, including the following:

- A. Display advertising identification of materials promoting BASF and its products and services, including BASF’s name and logo, together with brand names and logos associated with the Products.
- B. Identification of BASF and the Products, including BASF’s name and/or logo will be used in connection with written promotional materials distributed in connection with the Project Vehicle and on all signage that appears with the Project Vehicle, sponsor boards, and in all source box listings.
- C. Builder will provide BASF with documentation to support exposure of each Project Vehicle, including photos of the vehicle at events, tear sheets of magazine feature stories, copies of ads/brochures/other promotional literature where the Project Vehicle is featured or displayed.
- D. All proposals, photographs and information submitted shall become the property of BASF unless otherwise arranged. Any such information may be used by BASF for advertisements, press releases and promotions.
- E. When reasonably possible, BASF logo stickers will be placed on the Project Vehicle, according to BASF logo placements standards. BASF logo placement must remain for at least twelve (12) months.

BASF License

BASF hereby grants to Builder a limited, nonexclusive, nontransferable license to use BASF’s names, logos, trade names, trademarks, service marks, trade dress, brands and product identifiers which BASF uses to promote and identify the Products (“Marks”) as provided herein. Any use by Builder of BASF’s Marks shall be subject to BASF’s prior approval. Subject to the license and rights granted to Builder under this Agreement, Builder acknowledges BASF’s exclusive right, title and interest in BASF’s Marks, and Builder shall not in any manner impair any part of that right, title or interest.

Release

Builder, on behalf of itself, its successors, assigns, subsidiaries, employees and agents (collectively, the “Releasers”) hereby RELEASES AND FOREVER DISCHARGES BASF, its employees, agents, assigns, subsidiaries and insurers (collectively, the “Releasees”) from any and all expenses, losses, costs, liabilities, claims, causes of action, demands and damages for loss, damage, injury or death to the Releasers, or any of them, or damage to the property of the Releasers, or any of them, arising out of or in connection with the receipt, handling, storage and/or use of Product. To the extent that the foregoing release involves liabilities, claims, actions or causes of action not in existence as of the time this instrument is executed, it is the intention of the Releasers that this instrument be construed and enforced with respect to such liabilities, claims, actions, or causes of action as a covenant not to sue.

Termination

BASF may terminate this Agreement immediately in the event of a breach by Builder of the provisions of this Agreement related to the use, threatened use, or attempted use of BASF’s Marks or Products contrary to the provisions hereof.

Independent Contractors

The parties shall be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

Governing Law

It is acknowledged that this Agreement is subject to the laws of the State of New Jersey, and that jurisdiction is proper with any court having subject matter and personal jurisdiction over Builder and BASF.

This agreement is not valid until accepted and executed by BASF. Builder will be notified via email upon receipt of the agreement and upon formal acceptance to move forward with color development.

Please sign below and submit completed form to refinish_comm@basf.com.

_____ **Signature**

_____ **Date**