

AGREEMENT MADE and effective on this 14th day of April, 2019, between ARTIST **Artist_FirstName ArtistLast Name**, «Artist_Address», «Artist_City», «Artist_State», «Artist_ZIP», «Artist_Country» (hereinafter "**Artist**" or "**Licensor**") and,

LICENSEE, _____, having a place of business at ClientStreet, ClientCity, State ClientZIP ("Licensee"). AKA: _____

This contract is made with reference to the following facts:

- Artist named above is creator and copyright owner of Artwork as defined herein below; and
- Licensee has requested a non-exclusive license to use the Artist's copyright under the terms and conditions of this license agreement; and
- Artist will grant Licensee a non-exclusive license to use the Artist's copyright subject to the terms and conditions set forth in this Agreement; and
- The parties have agreed to the terms and conditions set out in this Agreement.

1. DEFINITIONS.

Agent – "Agent" means ArtVisions empowered as sole agent to discover, negotiate and manage licenses on behalf of copyright owner artist-licensor.

Agreement – "Agreement" means this document and all fully executed attachments thereto.

Artist – "Artist" means licensor, creator and copyright owner of "Artwork".

Artwork – "Artwork" means paintings, photographs, sculptures or other images created by artist and protected by United States and international laws governing copyright and intellectual property.

Copyright – "Copyright" means intellectual property rights of Artist in Artwork.

Grant Document – "Grant Document" or "Grant" means authorization to use specified Artwork(s) only for such products, fees, term and territory as set forth in a document to be executed by the parties hereto.

Licensed Use – "Licensed Use" means only such use(s) as authorized in the Grant.

Licensed Product – "Licensed Product" means only such product(s) as authorized for Licensed Use in the Grant.

Licensor – "Licensor" means Artist who has copyright ownership and authority to license Artwork described in Grant(s) attached hereto and made a part of this agreement by this reference.

Licensee – "Licensee" means party described in Preamble as "LICENSEE" who has obligation to, and agrees via authorized signature to adhere to all terms and conditions of the Agreement.

2. LICENSE GRANTS AND RESTRICTIONS.

Subject to all the terms of this License Agreement (hereinafter "**Agreement**"), **Artist** grants to Licensee a non-exclusive, non-transferable, fee bearing copyright license to use the artwork listed in a Grant Attachment (hereinafter "**Grant**") executed by both parties for such fees, term, territory and products, and conditions as listed therein.

It is understood and agreed by the parties that there may be multiple Grants needed (one Grant per each individual Artwork or Product). Each Grant shall be executed by both parties as Artwork is added to the Agreement. For purposes of clarity, the term "Grant Attachment" or "Grant", as used herein shall mean individually and collectively all License Grants under this Agreement.

In the event a provision of this Agreement conflicts with a provision of the referenced Grant, then the terms of the Grant shall prevail.

3. REPRESENTATIONS AND CREDITS

- 3.1. For purposes of this Agreement, avidre, inc.™, a Washington Corporation, DBA **ArtVisions™**, having a place of business at **12117 SE 26th Street, Bellevue, Washington 98005-4118** (hereinafter "**avidre**", "**ArtVisions**" or "**Agent**"), warrants that it has the right to act as sole Agent for Licensor to the extent defined in Article 1, "DEFINITIONS", hereinabove; and as such, all payments, inquiries royalties, reports, statements, notices and other transactions shall be directed to ArtVisions at the foregoing address (and not to the Licensor directly), Attention: Neil Miller. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ArtVisions DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES OR PRODUCTS DELIVERED HEREUNDER AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

- 3.2. **Artist** hereby warrants that, to the best of **Artist's** knowledge and belief, the Artwork does not infringe the copyright or any other right of any other person, and that as the sole copyright owner, **Artist** has rights to grant to licensee all of the rights conveyed in this Agreement. Said ownership includes the name, character, symbol, design, likeness and visual representation and/or each of the individual components of the artwork(s) listed in the Grant (**hereinafter "Artwork"**). EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ARTIST DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES OR PRODUCTS DELIVERED HEREUNDER AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
- 3.3. The licensee shall have no right, license or permission except as herein expressly granted. All rights not specifically transferred by this Agreement are reserved to Artist.
- 3.4. Licensee shall prominently display and identify **Artist** as the copyright owner on each Licensed Product and on all packaging, advertising, displays and in all publicity therefore and shall have reproduced thereon (or on an approved tag or label) the following notices, details of which are contained in the attached Grant(s): For example: "© 2019 **Artist's Name**."

4. COSTS, ROYALTIES AND PAYMENT

- 4.1. On the signing of each License Grant, **Artist** will at the expense and cost of Licensee furnish a digital file of the original artwork for use by Licensee for the manufacture of the Licensed Products ("Artmaster"). Fees which can comprise [for example - but not limited to] scanning or photographing original artwork, or delivery costs, and delivery schedule for said Artmaster shall be as set forth in each Grant hereto. Time shall not be of the essence for the purpose of this clause and, **Artist** shall not be liable for any loss (including without prejudice to the generality of foregoing any consequential loss or loss of profits) incurred by the Licensee if delivery of the Artwork is not made as the stipulated in the Grant. Artmaster fee, if any, is per Artwork, is nonrefundable and shall not be applied against royalties. Licensee shall be solely responsible for all risks, damages and loss of any and all Artmasters while in its possession or in transportation from Licensee to **Artist**.
- 4.2. Licensee shall be responsible for producing all items necessary for Licensee's products incorporating and embodying the Artwork ("Licensed Products") at Licensee's sole cost and expense, without any cost whatsoever to **Artist**. No costs incurred in the manufacture, sale, distribution, or exploitation of the Licensed Products shall be offset or deducted from any payments or fees due **Artist**.
- 4.3. Licensee acknowledges that it will pay all sales, use, excise, gross receipts or other taxes levied or imposed on its use of any of the Artwork licensed to Licensee under the Agreement or on the sale, shipment, ownership or use thereof by the Licensee; provided, however, in no event will Licensee be obligated for income taxes of **Artist** imposed by any federal, state, municipality or other taxing jurisdiction.
- 4.4. Licensee agrees to pay **Artist** a nonrefundable royalty ("Royalty" – "Royalties") on sales of all Licensed Products as set forth in License Grant. Royalties shall be deemed to accrue when the Licensed Products are sold, shipped, or invoiced, whichever first occurs. Royalty payments for all sales shall be due as set forth in License Grant.
- 4.5. Any Nonrefundable Advance shall be paid on the signing of each License Grant. No part of any Royalty or Nonrefundable Advance shall be repayable to the Licensee, and shall be paid as set forth in License Grant without offset or deduction of any kind.
- 4.6. If periodic royalty payments are specified, such payments shall be due as set forth in License Grant. Licensee shall furnish **Artist** an itemized statement for the period categorized by Artwork, showing the kinds and quantities of all Licensed Products sold. If no sales were made during the period, a statement so stipulating shall be furnished to **Artist**.

5. BOOKS AND RECORDS

Licensee agrees to keep complete and accurate books and records relating to the sale and other distribution of each of the Licensed Products. **Artist** or its representative shall have the right to inspect Licensee's books and records relating to the sale of the Licensed Products upon ten (10) business days prior written notice. Any

discrepancies over five percent (5%) between the royalties received and the royalties due will be subject to the royalty payment set forth herein and paid immediately. In addition, in the event of discrepancies over five percent (5%) between the royalties received and the royalties due, the Licensee shall reimburse **Artist** for all costs and expenses of said audit, plus a fee to be calculated at a rate of ten percent (10%) of any such discrepancy for each month of royalty underpayment, not to exceed 100% of any such discrepancy. This paragraph shall survive termination of this Agreement.

6. SELL-OFF RIGHT

Provided Licensee is not in default of any term or condition of this Agreement, Licensee shall have the right for a period of 12 months from the expiration of this Agreement or any extension thereof to sell inventory on hand subject to the terms and conditions of this Agreement, including the payment of royalties and guaranteed minimum royalties on sales which continue during this additional period.

7. NONEXCLUSIVE RIGHTS

Nothing in this Agreement shall be construed to prevent **Artist** from granting other licenses for the use of the Artwork or from utilizing the designs in any manner whatsoever, except as may be otherwise stipulated in a Grant.

8. LICENSEE'S REPRESENTATIONS

The Licensee warrants and represents that during the term of this Agreement and for any time thereafter, it, or any of its affiliated, associated, or subsidiary companies, will not copy, imitate, or authorize the imitation or copying of any Artwork, or any distinctive feature of any Artwork submitted to Licensee by **Artist**. Without prejudice to any other remedies **Artist** may have, royalties as provided herein shall accrue and be paid by licensee on all items embodying and incorporating imitated or copied Artwork. This paragraph shall survive termination of this Agreement.

9. REGISTRATION AND INFRINGEMENTS

- 9.1. Licensee's use of the Artwork shall inure to the Artist. The Licensee shall not at any time apply for or abet any third party to apply for copyright, trademark, or patent protection which would affect **Artist**' or Artist's ownership of any rights in the Artwork.
- 9.2. Licensee shall notify **Artist** in writing immediately upon discovery of any infringement or imitations by others of the Artwork. **Artist** in its sole discretion may bring any suit, action, or proceeding that Artist, in Artist's sole discretion, deems appropriate to protect **Artist's** rights in the Artwork, including, without limitation for copyright and trademark infringement and for unfair competition.

10. TERMINATION

- 10.1. **Artist** shall have the right to terminate this Agreement, and/or any License Grant, by written notice, and the rights granted to Licensee shall revert forthwith to Artist and all royalties and other payments shall become due and payable immediately if:
 - 10.1.1. Licensee fails to comply with or fulfill any of the terms or conditions of this agreement;
 - 10.1.2. the Licensed Products have not been made available for sale by licensee three (3) months from the date of the applicable License Grant, or other mutually agreed time period;
 - 10.1.3. Licensee fails to pay any portion of fees when due;
 - 10.1.4. royalties to **Artist** from sales of licensed products are less than \$12,000.00 per annum; or
 - 10.1.5. the Licensee is adjudicated a bankrupt, makes assignment for the benefit of creditors, or liquidates its business.
- 10.2. Licensee, as quickly as possible, but in no event later than thirty (30) days after such termination, shall submit to **Artist** the statements required in Paragraph 4 hereof for all sales and distributions through the date of termination. **Artist** shall have the right to conduct an actual inventory on the date of termination or thereafter to verify the accuracy of said statements.
- 10.3. In the event of termination, all payments theretofore made to **Artist** shall belong to **Artist** without prejudice to any other remedies **Artist** may have.

11. INDEMNIFICATION AND INSURANCE

- 11.1. The Licensee hereby agrees to indemnify and hold **Artist** harmless against all liability, cost, loss, expense (including reasonable attorney’s fees), or damages paid, incurred or occasioned by any claim, demand, suit, settlement, or recovery against **Artist**, without limitation, arising out of the breach or claim of breach of this Agreement; the unauthorized use of licensed Artwork under the control of licensee by it or any third party due to negligence by Licensee; the manufacture, distribution, and sale of the Licensed Products; and for any alleged defects in the Licensed Products. This paragraph shall survive termination of this Agreement.
- 11.2. Licensee hereby consents to submit to the personal jurisdiction of any court, tribunal, or forum in which an action or proceeding brought involving a claim to which this foregoing shall apply.
- 11.3. Licensee shall obtain at its sole cost and expense product liability insurance in an amount providing sufficient and adequate coverage, but not less than \$1,000,000 combined single limit coverage protecting **Artist** against any claims or lawsuits arising from alleged defects in the Licensed Product.
- 11.4. A certificate of insurance evidencing the above must be presented to **Artist** prior to commencement of the License. Licensee agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this agreement. All policies will be primary and at Licensee’s sole expense. Licensor will be included as an additional insured on all coverage listed above. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Licensor.

12. LIMITATION OF LIABILITY

Artist shall not be liable for any loss or damage suffered or incurred by the Licensee as a result a modified version of the Artwork or its combination, operation, or use with any product or data not provided by **Artist**, or of the Licensed Goods breaching any copyright, intellectual property rights or any other rights of any third party.

Furthermore, **Artist** shall not be liable to Licensee or to any third party for incidental damages, consequential damages, lost profits, punitive damages, or the like under any circumstances, even if **Artist** has been advised of the possibility of such damages or losses. Notwithstanding any language to the contrary, in no event will **Artist’s** cumulative liability exceed fifty percent (50%) of the amount paid by Licensee for the relevant Licensed Artwork under the applicable License Grant within the prior 12 months. This paragraph shall survive termination of this Agreement.

13. NOTICES

Any notice, amendment, or consent required or permitted under this Agreement (“Notices”) will be in writing and transmitted to the recipient by (i) Federal Express or similar overnight courier delivery or; (ii) U.S. certified mail, return receipt requested, postage prepaid. Notices will be deemed given upon the date of (a) in the case of (i) above, on the date of delivery; (b) in the case of (ii) above, on the date the return receipt is signed or delivery is rejected.

Artist c/o ArtVisions/Agent	Licensee: 0_a-testClient_2019-0413
12117 SE 26 th Street	ClientStreet
Bellevue, WA 98005-4118	ClientCity, State ClientZIP
Telephone - Mobile: 425-753-6562	Telephone: tel:000-000-0000 / Mobile: ____
email: art0407@artvisions.com	email:
Attention: Neil Miller	Attention: ContactFirstName ContactLastName (or TBD)

14. MISCELLANEOUS PROVISIONS

- 14.1. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 14.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of laws provisions thereof.
- 14.3. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed by both parties.

- 14.4. The failure of either party to insist, in any or more instances, upon performance of the terms, covenants, or conditions of the Agreement, or to exercise any rights hereunder, will not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the other party with respect to such future performance will continue in force and effect.
- 14.5. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 14.6. This Agreement does not create any agency or partnership relationship. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract.
- 14.7. Whatever claim **Artist** may have against Licensee hereunder for royalties or for damages shall become a first lien upon all the items produced under this Agreement in the possession or under the control of licensee upon expiration or termination of this Agreement.
- 14.8. This Agreement is not assignable by either party without the prior written consent of the other party.
- 14.9. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 14.10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and will supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. It may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party.
- 14.11. Neither party shall be liable to the other for any delay or failure to perform its obligation hereunder, which is due to causes beyond the control of such party, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, hurricanes, earthquakes, epidemics, quarantine restrictions, strikes or other labor disputes and freight embargoes; provided, however, that failure to make any payments provided for herein shall not be excused for any of the foregoing reasons.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the respective dates set forth below, effective as of the Effective Date.

Licensor

Name: Artist **FirstName ArtistLastName**
 Title: **Licensor**
 Signature: Artist **Not for Execution**
 Date: Aug 3, 2019

Licensee: License Name

Name: _____
 Title: License title
 Signature: **Not for Execution**
 Date: _____

Attachments:

Grant Document – “Grant” (List and Description of Licensed Artwork, Fees & other Grant Conditions)

License Grant
Artist ID# 000 - ArtistName
LicenseeName

The parties signing below agree, effective **April 14, 2019**, that pursuant to the terms of the Agreement, **Artist** grants, under the terms and conditions hereof, a non- exclusive, non-transferable, royalty bearing license to the Artwork described herein to Licensee, and only for the Fees, Term and Territory and Licensed Products set forth in this Grant - except that **Artist** shall not grant other licenses for the use of the Artwork in connection with the License Details during the term of this Agreement. The licensee shall have no right, license or permission except as herein expressly granted. In the event a provision of this Grant conflicts with a provision of the referenced Agreement, then the terms of the Grant shall prevail. All rights not specifically transferred by this Agreement are reserved to **Artist**.

LICENSE DETAILS

- Licensed Artwork: **00** ea. images by Artist, NAME, per EXHIBIT 1 “Licensed Artwork”
- License Term: Two (2) years from effective date with option to extend year by year, provided royalties for prior years equal or exceed \$999 USD annually.
- License Territory: **North America/World-wide**
- Licensed Quantity: Open
- Licensed Products: **ProductName**

LICENSE FEES, ROYALTIES AND PAYMENT

all in United States Dollars (USD) per Product SKU (Stock Keeping Unit)

- Nonrefundable Advance against Royalty..... \$**[TBD]** per annum per Product SKU
- Nonrefundable Royalty **[TBD]**% of Gross Sales Price per Product SKU

OTHER COMPENSATION

- Quantity of Licensed Products to be delivered as Additional Compensation:..... 10 ea *
- *deliveries shall be Qty 5 shipped direct to Artist and Qty 5 shipped direct to Agent*

PAYMENT DETAILS

- ▶ Payable at Signature:
 - Nonrefundable Artmaster Fee [plus] Nonrefundable Advance Against Royalty:\$**000.00**

Note: Nonrefundable Artmaster Fee is non-recurring and applies only if Artist incurs additional costs when creating an Artmaster for Licensee.
- ▶ Payable **monthly/quarterly**, to Agent based on invoices during the period, starting **June 1, 2019**:
 - Nonrefundable Royalty formula **{[TBD]% x quantity sold x Sales Price of License Products}** [minus] Nonrefundable Advance Against Royalty = Royalty payment; due the fifteenth day of the month following the end of each accounting period [for example, royalties for the sales period ending December 31st, are due by January 15th].
- ▶ Royalty Report Requirements:
 - Royalty Report, due for each reporting period:
 - Artwork ID# 01.00-xxx (as noted in Exhibit 1 “Licensed Artwork”)
 - Date of Sale
 - Quantity sold
 - Size Sold
 - Sales Price
 - Royalty Amount Due

LIMITATION OF LIABILITY

- ▶ Notwithstanding any additional, different or conflicting terms, the total cumulative liability of either Licensor or Agent shall not exceed fifty percent (50%) of any royalty or other payments received hereunder by Licensor or Agent.

ENTIRE AGREEMENT

This Grant and its Exhibits, together with the Agreement and all Schedules and Exhibits referenced therein, documents the entire agreement between the parties for the subject matter hereof and supersedes all previous communications, proposals or negotiations, oral or written, between the parties regarding this License. It may not be changed or modified except by a written amendment hereto which is signed by a duly authorized representative from each party. In the case of a conflict between the Agreement and this Grant, this Grant will supersede.

IN WITNESS WHEREOF, an authorized representative of each of the parties hereto have signed this Grant as of the date(s) written below.

Licensor

Name: Artist **FirstName** **ArtistLastName**

Title: **Licensor**

Signature: Artist **Not for Execution**

Date: April 13, 2019

Licensee: Licensee Name

Name: _____

Title: Licensee title

Signature: **Not for Execution**

Date: _____


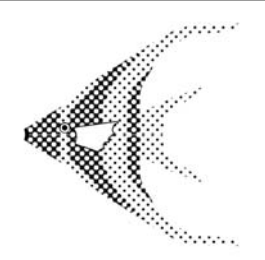
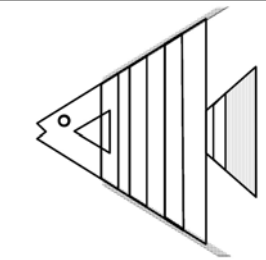

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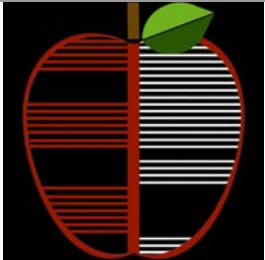
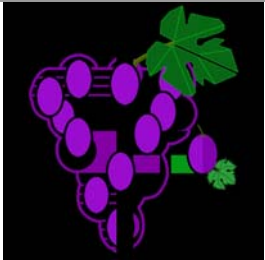


GRANT EXHIBIT 1 Licensed Artwork - Licensee Name

GRANT EXHIBIT 1 Licensed Artwork

Licensee Name

			
Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx

			
Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx

			
Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx	Placeholder Image 0xx-xxx

ARTMASTER FORMAT & DELIVERY

- Artmaster type will be digital image files RGB, tiff, in PC format.
- Artmaster will be delivered within thirty (30) days after receipt by **Agent** of fees for Artmaster and credit of payment to **Agent's** account.