

## CONCEPT ARTIST AGREEMENT

This agreement is entered into as of the \_\_\_\_\_ (Date) by and between \_\_\_\_\_ (the "Artist") and \_\_\_\_\_ (the "Producer") in connection with the motion picture entitled *The Districts* which is based on the concept and outline by \_\_\_\_\_ (the "Picture"). In the event of the Artist's death or total incapacity, "Artist" means the Artist's heirs, devisees, beneficiaries, trusts, assignees or other successors-in-interest. "Producer" includes the licensees, assignees, future owners, or other acquirers or successors-in-interest of Producer.

1. Artist's Services. The Artist shall render all services customarily rendered by concept artists in the motion picture industry and shall devote his best talents, efforts and abilities in accordance with the Producer's instructions and directions. It is expressly understood that time is of the essence with respect to the Artist's services and the delivery of materials.
2. Delivery Requirements. Artist shall complete concept artwork, delivered in hard copy or digitally as requested by Producer, and obtain Producer's final approval of same on such dates as Producer shall require.
3. Compensation. The Artist confirms his/her understanding that he/she will receive compensation of zero dollars and no cents (\$0.00) for services rendered in creation of and use of the concept art in this Picture, including royalties and other possible revenue streams. All expenses related to creating concept art shall be the sole responsibility of the Artist, including art and reference materials, software or other equipment, unless prior agreement and approval by Producer. The Artist shall receive credit for artwork as well as a DVD copy of the final film delivered to the address provided herein at completion of this Picture, which may be used as part of the Artist's portfolio if desired. In the event the Picture receives revenue from distribution, each participating Artist will share equally in a fund not to exceed 25% of the net. For the purposes of this agreement, the Net shall be defined as Gross income less any Producer's costs related to production and distribution, up to and including the costs of rights clearances, packaging, quality control or other standard distribution requirements, and less any investment obligations.
4. No Obligation to Use Art or Exploit Picture. Nothing contained in this Agreement shall be deemed to require Producer or its assigns to use the concept art, any part thereof, or any of the proceeds of Artist's services hereunder, whether in connection with the Picture or otherwise.
5. Grant of Rights. Artist agrees that Producer shall own without limitation throughout the universe, exclusively and in perpetuity, free and clear of any and all claims, liens and encumbrances, all rights, title and interest of every kind whatsoever, whether now known or unknown, in and to the concept art, any and all materials to be created and/or delivered to the Producer by the Artist hereunder and any and all parts thereof, and all of the results and proceeds of the Artist's services hereunder, which materials, results and proceeds the Artist acknowledges shall be a work made for hire for the Producer, specifically commissioned for use as part of a motion picture or any other production.

Without limiting the foregoing, the Producer shall have the exclusive right to obtain the copyright, and all renewals and extensions thereof, in all such materials, including the concept art, in his/her name as owner and author thereof. It is specifically agreed that as between the Producer and the Artist, the Producer has the exclusive right to exercise theatrical, television, remake, spin-off, (live or animated) and sequel motion picture rights, merchandising rights, and publications rights for the Picture.

The Producer shall have the right, but not the obligation, to use, adapt, change, revise, delete from, add to or rearrange the materials, or any part thereof, and to combine same with other works of the Artist or of others.

6. Publicity. Producer may use, and permit others to use, Artist's name, likeness and biographical material in and in connection with the Picture, the artwork, a television series derived from the Picture, if any, and the sale, distribution and advertising thereof including without limitation website(s) created for such purposes, special features, and packaging the Picture for sale. Producer and its assignees shall have the sole and exclusive right to issue publicity concerning the Picture and concerning Artist's services with respect thereto.
7. Warranties. Artist represents and warrants that he has the right to enter into this Agreement and to grant Producer all rights herein granted, that Artist has not entered into or will enter into any agreement of any kind which will interfere in any way with the complete performance of this Agreement by Artist, that all artwork delivered by Artist hereunder is original by Artist and does not infringe upon or violate any copyright or common law or statutory right of any person, firm, or corporation.
8. Notices. All notices, which either party is required or may desire to serve hereunder, shall be in writings to the email address provided herein, by text message or verbally by telephone to the number provided herein, or in person.
9. Indemnification. Artist shall at all times defend, indemnify, save and hold harmless Producer, its successors, licensees and assigns, and the offices, agents, employees, directors, officers, representatives and shareholders of each of the foregoing, from and against all claims, losses, liabilities, judgments, costs, expenses and damages (including without limitation, attorneys' fees and legal costs) arising out of or in connection with any breach or alleged breach by Artist of any warranty, covenant, representation or agreement made or to be performed by Artist hereunder, and Artist shall reimburse Producer, on demand, for any payment made by Producer, at any time after the date hereof (including after the date this Agreement terminates), with respect to any liability or claim to which the foregoing indemnity applies.
10. Governance. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of Indiana. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will have jurisdiction and venue in a state or federal court situated within the State of Indiana;

and the parties consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

This Agreement constitutes the entire agreement by and between the Artist and the Producer and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the Producer and the subject matter hereof, whether oral or written.

Artist Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Artist email address: \_\_\_\_\_

Artist phone number: \_\_\_\_\_

Artist address: \_\_\_\_\_

\_\_\_\_\_, Producer