

Artist contract

Between

Hovercover GbR
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-hereinafter referred to as licensee-

and

Name
Adress
Country
Mail address
Phone number

-hereinafter referred to as licensor-

Subject matter of the contract:

.....

There will be the following contract:

Preamble

The licensee operates or intends to operate an internet portal, where customers order reproductions of photographs, works of art and especially art prints.

The licensor is the owner of the rights of use and exploitation of the subject matter of the contract - hereinafter referred to as works -. The works are protected by copyright. The licensee wishes to reproduce, commercially use and utilize the works via the licensee's portal.

On this basis, the two parties agree on the following points:

§1 Granting rights to the subject matter of the contract

The licensor grants the licensee the non-exclusive right to use and utilize the subject matter of the contract using the term of the contract, even with the aim of commercial marketing. This includes:

- The right to reproduce and distribute the works.
- All known and unknown forms of offer possibilities in and outside the internet, especially the possibility of integration within chargeable online services, websites and the internet.
- The right to make the works publicly accessible and the right to distribute them, i.e. the right to make it publicly accessible or reproduce and exhibit it quickly with considering the digital integration within the framework of the website.
- The right of exhibition, right of recitation, performing rights, and presentation.
- The adaption right, i.e. the right to redesign and edit the work as desired through third parties or oneself, especially for the purpose of integration into the website or for other purposes, while respecting the copyright and personal rights
- Advertising law, i.e. the right to use the work for advertising on and off the internet, in print media and for advertising third-party products.

The granting of rights includes a partial use of the works and a use of the work or an excerpt in connection with other works (e.g. collections).

With respect to the execution of this contract, the licensor grants the licensee the right to use the title of the work and the name and as well as any business identifiers of the licensor on the website.

Furthermore, the licensee is entitled to distribute the work via third parties to the extent of the rights granted to him, in particular via other internet shops.

The rights granted to the licensee begin at the latest, when the work is uploaded on the licensee's website using the functions provided for this purpose. If the licensor uploads other works in this manner, the agreements of this contract shall apply in the same way.

The licensor assures that he is the owner of the copyrights, name rights and other intellectual property rights and/or the exclusive owner of the utility rights for the contractual object and guarantees that the contractual object does not infringe any rights of third parties.

The licensor must immediately inform the licensee of any violations of the contractual rights.

The licensee is authorized, but not obliged, to take suitable measures to defend claims of third parties or to pursue rights. In particular, he may pursue claims for injunctive relief and/ or damages against third parties resulting from the violation of uploaded works at his own discretion in his own name and for his own account. Upon request, the licensor shall provide the licensee a written declaration of authorization for sending it to the court.

Alternatively, the licensee requires the licensor to pursue infringements in his own name and for his own account.

According to §3, any proceeds (damages, license fees) that remain after deduction of directly attributable costs are subject to the allocation of the proceeds.

The licensor must discuss his own measures with the licensee in advance.

§2 The licensor's obligations

The licensor guarantees to create an artist account on the website www.hovercover.art and to fill in the requested data with best knowledge and conscience. Especially, a functional and used e-mail address is of special importance.

The licensee shall conduct all correspondences with the licensor via the set up account using the facilities provided for this purpose or via the e-mail address, which was provided to the licensor.

The licensor is obliged to inform the licensee in writing of any change of address, e-mail address and other personal data transmitted to the licensee or change his user account immediately.

The licensor automatically uploads the work in one of the file formats specified by the licensee. The licensee only provides the required tools for this. The data is only stored at the licensee's premises for the purposes of the contractual relationship and for processing customer orders. The licensor is solely responsible for the general security of the work, who holds backup copies in a protected place.

The licensor will perform any necessary cooperation to enable the licensee to fulfill and process customer orders with respect to the licensor's work and to prosecute any violations.

§3 The licensee's obligations, payment

The licensee obliges himself to name the author or owner of the exclusive utilization rights of the works and the work title, when publishing or distributing his works at sales points, in particular in internet shops. This naming is indicated by a lettering in the size of at least 8pt. next to the respective work. This is not absolutely necessary in sales-promoting publications.

The licensee's service is basically free of charge. The creation of an artist account and the upload of a work does not incur any costs for the licensor.

However, within the scope of this free offer, the licensor is not entitled to the storage, publication or achieving of the submitted contents. The licensee reserves the right not to publish, edit or at his own discretion delete any content sent without giving reasons.

The licensee reserves the right to offer services that go beyond the provision of the works in the internet shop and are subject to a charge. This may include offers inside and outside the website, such as advertising campaigns, special promotions of the works, demonstrations and performances, exhibitions at trade fairs and other promotional events. The use of such services shall be made on the basis of separate agreements.

The licensee receives 25% of the actual net sales price (i.e. purchase price excluding VAT) for each sale of his works. The mere publication on this websites or on other named areas do not give rise to any claim to payments.

The parts of the revenues attributable to the licensor are initially collected in the user's account, will be shown there and paid out at the end of each month via the Paypal account, which is maintained by the licensor on his own name and for his own account. With the payment in the amount of 25% of net sales all price claims are settled. The licensor will provide the licensee with the corresponding account data.

If the licensee's income has to be reimbursed (e.g. as a result of using the right of revocation), the part attributable to the licensee all be charged to the artist's account. A debit balance at the end of the month can be settled by the licensee via PayPal. The payment can also be requested.

§4 Term of contract

The contract runs for an indefinite period and can be terminated by either party with noticing the other party one month before the end of a calendar month.

§5 Consequences of the termination

With terminating the license agreement, all rights of the licensee shall pass on to the licensor.

However, the licensee is able to process and fulfill orders fro customers, which he has received up to the end of the contract term. In this respect, the agreements of this contract shall continue to apply until all orders have been fully fulfilled.

Furthermore, the licensee is able to fulfill any warranty claims of customers, in particular claims for subsequent performance, even after termination of the contract.

For the purposes of paragraphs 2 and 3 (early cut off time), the licensee is able to manage digital copies of the uploaded works in a separate database after expiration of the contract, which is inaccessible to the users of the website. As soon as the copies are no longer needed for the contractual purposes, the licensee will delete them. Any physical copies still in the licensee's possession will be destroyed or passed on to the licensor at the same time at his discretion. Upon request, the licensee will send the licensor a separate confirmation of the deletion or destruction.

The artist account is maintained in the early cut off time. The relevant agreements as well as the agreements on payment and invoicing shall remain valid during this period for the aforementioned purposes.

Upon termination of the contract and, if necessary, after the end of the subsequent term, the licensor is entitled to withdraw any credit or settle any debit balances from the artist's account via PayPal.

§6 Final provisions

The contract is concluded either by confirmation in text form by e-mail or later by creating the artist's account and uploading a work.

The parties will make a separate agreement to guarantee data policy (Data policy agreement).

This license agreement is subject to the law of the Federal Republic of Germany excluding the UN Convention on contracts for the international sale of goods.

The place of jurisdiction for all disputes arising from this license agreement is Hamm. This does not apply if the licensee is neither a merchant, a legal entity under public law nor a special fund under public law or an exclusive law for jurisdiction already exists.

Verbal ancillary agreements to this agreement do not exist.

Should any part of this contract (including any agreements concluded in connection with this contract, especially on a separate document) be invalid, in partial null and void or contestable, this shall not affect the validity as a whole. In place of the legally ineffective part, it shall then be deemed to what the parties would have agreed after a reasonable appraisal, if they had known the ineffectiveness while retaining the sense and purpose of the ineffective part. The same applies when the contract contains a gap.