



ARTIST PERMISSIONS AGREEMENT

This Artist Permissions Agreement (the “Agreement”) is made effective _____ (the “Effective Date”), by and between _____, an individual (“Artist”), on the one hand; and Art Fetish LLC, a California limited liability company, (“Art Fetish”), on the other hand. Artist and Art Fetish are referred to herein separately as “Party” and are referred to herein collectively as the “Parties.” There are no other parties to the Agreement.

WHEREAS, Artist is the owner of all right, title, and interest in and to certain artistic works, collectively known by the parties as the “Work(s),” and which are listed in Exhibit “____” to the Agreement (the “Work(s)”), including all rights under copyright law in the United States and worldwide; and

WHEREAS, for good and valuable consideration, Artist desires to grant Art Fetish the right to use and otherwise promote said Work(s), and Art Fetish desires to use and rent the Work(s) through its consignment center to others for various purposes, including in film, for use in movie sets, advertising, and in displays at restaurant and event venues (the “Rental”);

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by reference.
- 2. Grant of License.** During the Rental, Artist hereby grants to Art Fetish a non-exclusive worldwide license in perpetuity to rent and promote the Work(s) for the purposes of use in film, advertising, restaurant displays, event venue displays, and in other similar manners (the “Rights”) through the exercise of any and all of the rights held by Artist in the Work(s) as to Rights, including but not limited to the right to reproduce through broadcasting and/or transmission of the Rights of the Work(s) in various digital and electronic media formats, including on the world wide web and intranets; the right to prepare derivative works based on the Work(s) for media content and purposes; the right to distribute copies of the media content of the Rights of the copyrighted Work(s) to the public by sale or other transfer of ownership, or by rental, lease, or lending including by electronic publishing; the right to transmit the Rights in the Work(s) publicly; and the right to display the Rights of the Work(s), and specifically excludes any right by Art Fetish to reproduce or prepare derivative works of the Work(s) during or after the Rental without the consent of Artist (“License”).
- 3. Fees.** In consideration for the Rights to the Work(s), and unless Artist has been paid in full in advance, Art Fetish shall pay to Artist a fixed percentage of any rental amount earned in connection with the Work(s) received by Art Fetish (the “Rental Percentage”) as set forth in Exhibit “A” attached hereto. Art Fetish shall pay the Rental Percentage to Artist within thirty (30) days of the date of return of the Work(s) to Art Fetish, and receipt of payment from the third party renting such Work(s).
- 4. Delivery and Return of Work(s).** In the event that Artist desires that the Work(s) be returned to Artist at any time, Artist shall submit such request in writing to Art Fetish. Upon receipt of the request, Art Fetish make the Work(s) available for return to Artist within thirty (30) days of such request, or upon the return of the Work(s) to Art Fetish pursuant to the end of any last scheduled rental return date, whichever date is later. At any time, Art Fetish may provide notice to Artist that the Work(s) are no longer needed by Art Fetish, and Artist shall make arrangements to retrieve the Work(s) within thirty (30) days of the date of Art Fetish’s notice to Artist unless otherwise provided for in writing by Art Fetish. Artist acknowledges and agrees that it is Artist’s sole responsibility to provide for any and all arrangements, including all related costs and fees, to deliver and retrieve the Work(s) to and from Art Fetish. Artist also acknowledges and agrees that if Artist fails to retrieve the Work(s) within thirty (30) days of either Art Fetish’s notice or Artist’s notice to retrieve the

Work(s) that Art Fetish shall be entitled to charge storage fees for the Work(s), and which shall be deducted from any Rental Percentage or other amounts that may be due to Artist.

5. **Purchase Option.** During the License, Art Fetish shall have the right to exercise a purchase option for the Work(s) (the "Purchase Option") prior to the return of the Work(s) to Artist as well as to sell the Work for at least the Total Value of Work and subject to a commission as set forth in Exhibit "A." Any such exercise of the Purchase Option or sale of the Work shall be provided for in written notice from Art Fetish to Artist. The Purchase Option purchase price for the Work(s) shall be agreed upon in writing between Art Fetish and Artist, and such purchase price shall not exceed the Purchase Price of the Work as set forth on Exhibit "A." In the event the Work is sold by Art Fetish, then this Agreement shall automatically terminate, including any rights by Artist to rent the Work.

6. **Reprint Option.** In the event that Artist prefers that the Work(s) be rented by Art Fetish in the form of reprints in lieu of or in addition to any rental of the Work(s), Art Fetish shall then have the option to create and use reprints of the Work(s) during the Rental for a reprint fee (the "Reprint Fee") provided for in Exhibit "A" to this Agreement, and any costs associated with reprinting the Work(s) as further set forth in Section 7 below. During the term of the Rental, Artist shall own the reprints provided that the reprint cost have been paid either through the Rental or by direct payment.

7. **Optional and Ancillary Costs.** During the License, Artist acknowledges and agrees that certain costs may be applicable in connection with the Work(s) whether for purposes of promoting the Work(s), for rental, storing the Work(s), including by request of Artist, and such costs include, but are not limited to framing the Work(s), reprinting the Work(s), and storage of the Work(s) (the "Costs"). Artist further agrees and acknowledges that Artist is responsible for paying the Costs, and such Costs will be deducted from the Rental Percentage due to Artist. To the extent the Costs exceed the Fee, Artist also agrees that Artist will pay the balance of the Cost due to Art Fetish. Art Fetish agrees to notify Artist of Costs before charging or deducting the same. Further, once Art Fetish provides Artist notice to retrieve the Work, and if Artist does not retrieve or make the relevant arrangements for delivery of the Work to Artist pursuant to the terms set forth above in Section 4, and the accrued Costs exceed fifty percent (50%) of the Total Value of Work, then Art Fetish may elect to sell the Work in order to recoup the Costs accrued with respect to the Work.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ART FETISH, ITS AFFILIATES OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE WORK(S), INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE WORK(S), EVEN IF ART FETISH OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF ART FETISH TO ARTIST FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE OF THE WORK AS SET FORTH ON EXHIBIT "A."

9. **Artist's Warranty.** Artist warrants that the Work(s) is Artist's own independent creation and/or he or she has obtained appropriate permissions from any owner of any part of the Work(s). Artist warrants that he or she is the sole owner of any parts of the Work(s) not taken directly from others with appropriate permissions and has full power and authority to make this Agreement; that the Work(s) does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter; and that Artist has the right to convey the License granted herein free and clear of any and all claims, liens, or encumbrances. Artist will defend, indemnify, and hold harmless Art Fetish and/or its licensees, agents, or affiliates, against all claims, suits, costs, damages, and expenses that Art Fetish and/or its licensees, agents, or affiliates, may sustain by

reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work(s) or any infringement or violation by the Work(s) of any copyright, property, or other right.

10. **Choice of Law.** The Parties agree unconditionally and mandatorily to exclusive venue and jurisdiction for any dispute arising under the Agreement in the State Courts of Los Angeles County, California. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

11. **Waiver of Breach.** The waiver of any breach of any provision of this Agreement shall neither act as a waiver of subsequent breach of such provision, nor any prior, nor subsequent breach of any other provision hereof.

12. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be given its nearest legal meaning, or be construed as deleted, as such authority determines, and the remaining provisions shall remain in full force and effect.

13. **Captions/Headings.** Captions and/or headings contained herein are for convenience only and are not meant to limit the terms contained herein.

14. **Good Faith.** The Parties agree that they have entered into this Agreement in good faith.

15. **Terms Contractual.** The terms of this Agreement are contractual in nature and not mere recitals.

16. **Advice of Counsel.** The Parties acknowledge and agree that each has had the benefit and advice of separate counsel or had adequate opportunity to seek the advice of separate counsel with regard to the Agreement and the negotiation thereof.

17. **Authorization.** Each individual signing this Agreement warrants and represents that he/she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he/she signs.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together form but one and the same instrument.

19. **Entire Agreement.** This Agreement, along with any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement. This Agreement supersedes all previous arrangements or understandings, whether written or oral, and contains the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both Parties.

20. **Binding Effect.** This Agreement shall be binding on the Parties, their successors in interest, and present and future subsidiaries, assignees or acquirers, including any acquirer of substantially all of the assets of a Party.

IN WITNESS HEREOF, Parties have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

ART FETISH LLC

Name: _____
Signed: _____
Date: _____

ARTIST

Name: _____
Signed: _____
Date: _____

EXHIBIT “ ___ ”

WORK TITLE: _____

Size: _____

Date and Medium: _____

Painting Description: _____

TOTAL VALUE OF WORK WHILE RENTED (DOUBLE GALLERY VALUE): \$ _____

Date Work Received: _____

MINIMUM RENTAL PRICE/ WK (If any): _____

MINIMUM RENTAL PRICE/ MNTH (If any): _____

ARTISTS RENTAL PERCENTAGE: _____ %

DEPOSIT FOR WORK (If Applicable): _____

NOTES: _____

COSTS (If applicable):

Framing: \$ _____

Reprinting fees: \$ _____

Storage: \$ _____

Other: \$ _____

PURCHASE PRICE (GALLERY VALUE): \$ _____

Artists Commission for Sale of Work: _____

(Rate/Percentage) (If applicable)

ARTIST

Name: _____

Signed: _____

Date: _____