



Upward Apparel Standard Artist Contract

Date: _____
Name of Artist/Company: _____
Address: _____ Phone: _____
Name of Person Commissioning Art: _____ Email: _____
Your job number (if applicable): _____

ART TITLE: _____

DESCRIPTION: _____

ARTIST COPYRIGHTED SUBMISSION:

By agreeing to this contract, you, the artist /agent signing are agreeing to the following terms.

Upward Apparel will have distribution rights of the artist copyrighted submission. Upward Apparel may reproduce the art on a variety of media (T-Shirts, Hats, Hoodies, Posters, etc.) as well as use the art as a means to advertise the sale of the art and promotion of the Upward Apparel Brand on all forms of social media as Upward Apparel staff and ownership see fit.

Copyright distribution transferred date: _____

Duration of usage: Upward Apparel reserves the right to maintain distribution rights of artist copyrighted submission as long as it is actively pursuing the sale of said art. Upon Upward Apparel's release of said art, all rights revert to the original artist. Upward Apparel will notify the signing party if it no longer wishes to pursue the sale of the said art.

Limitations on media in which used: Upward Apparel reserves the right to place the art on any substrate that the Upward Apparel staff designates as appropriate for the said art.

Limitations on number of insertions: Upward Apparel reserves the right to sell as many impressions of the art as possible during the term of this contract.

Limitations on geographical use: Upward Apparel reserves the right to sell the art in any and all geographical locations as deemed worthy of promotional efforts.

Owner of Original Art (only if different from below): _____

COPYRIGHT INFRINGEMENT:

By agreeing to this contract, you, the artist /agent signing are agreeing that the submitting art is an "original" work of art as defined by current copyright law. In so doing, Upward Apparel will be held harmless in the promotion and usage of any submitted art. Any violation of copyright law will result in immediate deletion of said art from the Upward Apparel website and promotional sources. Any cost of production will be assessed and billed back to the artist/agent as a result of a copyright infringement. Any cost of litigation brought against Upward Apparel as a result of copyright infringement will be paid by the artist/agent.

CHANGES TO ARTIST COPYRIGHTED SUBMISSION:

Upward Apparel reserves the right to request changes to any submitted art to best fit a format or reproductive method. The artist will be responsible for the completion of any alterations to the submitted art. If the art is not satisfactorily altered to match the specifications for a particular application of the art, Upward Apparel reserves the right to limit the marketing of the art to only the media that the art will currently fit.

FEE FOR RIGHTS GRANTED (See COMPENSATION)

COMPENSATION:

By agreeing to this Contract, Upward Apparel will compensate the signing party \$1.00 USD for each unit sold of the above indicated art regardless of media. Payment will be made by check, payable 20 days after the close of Upward Apparel fiscal quarter. The close dates are: 3/31, 6/30, 9/30, and 12/31 of each calendar year. Accounting will be handled by an independent Accounting Firm.

RESENTION OF AGREEMENT:

Either party may, upon written notice resend the contract between Upward Apparel and the artist/agent. If the artist/agent resends the contract, Upward Apparel maintains the right to sell any existing inventory under the terms of compensation described above. All resentions must be made in writing to both parties.

SIGNING PARTIES:

Printed Artist/Company Name

Upward Apparel Representative

Signed

Signed