

AKRON ON DECK II

LICENSE AND RIGHTS AND REPRODUCTION AGREEMENT

THIS LICENSE AND RIGHTS AND REPRODUCTION AGREEMENT (this "Agreement") is made and entered into effective as of the ___ day of _____ (the "effective Date"), by and between _____, a(n) Ohio _____ located at _____ (the "Licensors"), and **Art x Love, LLC**, an Ohio limited liability company (the "Licensee") located at 1969 North Cleveland Massillon Road, Akron, Ohio 44333.

RECITALS

- A. Licensor created and owns certain artwork a copy of which is depicted and marked as **Exhibit A**, (hereinafter the "Work"), and has the exclusive right to license others to create printed reproductions for Akron On Deck II, an illustration of which is attached hereto as **Exhibit B**, and sold as part of the Akron On Deck II playing card set ("Akron On Deck II") in accordance with the terms set forth herein.
- B. Licensor owns all rights in and to the Work and retains all rights to the Work which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be granted by the Library of Congress.
- C. Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the reproduction of the Work ("Reproduced Work") by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein. Licensor and Licensee agree as follows:

1. Grant of License.

- a. Licensor grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to reproduce and display the Work as part of the Akron On Deck II playing card set and to sell the Reproduced Work as part of Akron on Deck II, and for no other purpose. Licensee may sell the Reproduced Work in accordance with the terms set forth below. Any other use shall be made by Licensee only upon the receipt of prior written approval from Licensor.
- b. So long as Licensee has the legal right. Licensee may display the Reproduced Work on a playing card in Akron On Deck II for the Term of this Agreement



all as set forth below. Licensee also has the right to display in a digital and or internet format, digital displays of the Work and or Reproduced Work;

- c. Licensee retains all rights to packaging designs and trade dress, for the promotion, marketing and sale of the Reproduced Work and, if applicable, the Work, which Licensee develops, creates, purchases or otherwise owns.
- d. Licensee shall not grant sub-licenses without the prior written approval of Licensor.
- e. Licensee accepts such license and agrees that Licensee shall not use the Work or the Reproduced Work except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Work subject to any limitations set forth herein.
- f. The Reproduced Work may be cropped for Akron On Deck II card design. Nothing may be superimposed on the image without Licensor's prior approval.
- g. Credit Lines. The credit line included with the Reproduced Work must be displayed and include the following;

Artist's Name: _____

Website/Link: _____

2. Ownership of Works. Licensor is the sole and exclusive owner of the Work and of all associated federal registrations and pending registrations, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Work other than the right to use the Reproduced Work and otherwise in accordance with this Agreement.

3. Term and Termination.

- a. This Agreement shall commence as of the Effective Date and shall continue in full force and effect for the duration of Akron On Deck II sales and production.
- b. Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Reproduced Work) privileges and obligations arising from this Agreement shall cease to exist, except for Licensee's obligation to pay royalties to Licensor pursuant to the terms herein.

4. Fees.

- a. Licensee shall pay a license fee of \$100 to Licensor for the rights granted



Licensee herein and the rights to own and sell the Reproduced Work. Payment shall be due after the date Licensee is in possession of a fully executed agreement and the delivery of an acceptable copy of the Work in a format compatible with Licensee's imaging systems, and within 30 days of the completed year of sale of the first print run of Akron On Deck II.

- b. The 52 select Artists/Licensors featured in Akron On Deck II will equally split a royalty of 40% of gross profits from sale of Akron On Deck II playing cards (gross profits is the sale price less any commissions, rebate, discount or return actually realized) payable annually.
- c. Failure of Licensee to make any payment required under this Agreement when such payment is due and after 30 days written notice to Licensee, shall at Licensor's option, terminate this Agreement. Licensor will provide written notice to Licensee of termination of this Agreement for failure to make a required payment, within thirty (30) days from the due date of the payment.

5. Use of Work.

- a. At the option of Licensor, for all advertisements and packaging of the Work, Licensee shall (i) display with or on the Work an approved symbol notifying the consumer of the copyright and/or trademark rights owned by and licensed within this Agreement. Licensor will provide to Licensee an approved copyright notice to be prominently displayed on each copy of the Work published. Licensee agrees to (ii) mark all Work with any reasonable copyright and/or trademark notices provided by Licensor and (iii) comply with any reasonable standards promulgated by Licensor that relate to the use of the Work by Licensee.
- b. Licensee shall provide Licensor, upon Licensor's request, with representative samples of how Licensee is using the Work, including copies or examples of how the Work is used on Licensee's Internet site. If, at any time, any use of the Work fails to conform to standards set by Licensor, Licensor may provide to Licensee notice of said failure. Licensee shall cure said failure within thirty (30) days from the date of such notice, or such longer period as may be reasonably necessary to cure said failure, so long as Licensee is diligently pursuing the cure. In the event that said failure is not cured within the period described in the preceding sentence. Licensor may then terminate this Agreement immediately. If Licensor fails to approve any modification or changes to the Work within thirty (30) days of the Licensee advising Licensor of the proposed changes, Licensor's approval shall be deemed to have been granted.
- c. Upon termination of this Agreement for any reason. Licensee shall be entitled to sell, distribute, or otherwise dispose of any existing inventory of the Work, but shall otherwise discontinue immediately all use of the Work or any publication



confusingly similar thereto, cooperate with Licensor in applying to the appropriate authorities to cancel recordation, if any, of this Agreement from all government records, and destroy all printed materials related to the Work; and all rights in the Work and the goodwill appurtenant thereto shall revert to and remain the property of Licensor.

6. Infringement.

a. Licensor has the right, but shall not be obligated, to maintain federal registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensor in writing of the nature and extent of such infringement or dilution. Licensor has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Licensor shall have the sole right to determine whether any action shall be taken. In the event Licensor sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensor, but Licensee shall not be obligated to pay any costs or expenses. Licensee has no right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work.

7. Assignment. This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, with prompt written notice to Licensor, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement except as provided herein shall be invalid and void. Licensor shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

8. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensee: Art x Love, LLC
 1969 N Cleveland Massillon Rd.
 Akron, Ohio 44333



Email: _____
Attn: _____

Licensor: _____
Address: _____

Email: _____
Attn: _____

Any such notice shall be effective when received.

9. Insurance. Upon the reasonable request of Licensor, Licensee agrees to provide to Licensor proof of general liability insurance, in any minimum amount which is required by the State in which Licensee is incorporated. Said insurance policy shall provide coverage to any third party for injuries claimed to arise from the products advertised and sold by Licensee which relate to the Work and shall also contain a general advertising liability clause, insofar as such clause is allowed by Federal or State law.

10. Arbitration. All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of laws rules thereof and any arbitration shall be brought in Summit County.

11. Independent Business Relationship. Licensor and Licensee are independent contractors and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

12. Miscellaneous.

- a. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- b. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, and either party prevails in



such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and costs incurred in such suit, as allowed by law.

- c. If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- d. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LICENSEE:

ART X LOVE, LLC

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____
Signature: _____

LICENSOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____
Signature: _____



EXHIBIT A
DEPICTION OF THE WORK

J
♣

Cascade Locks Park
Cascade Valley



♣

Ramahn Wilder & Kofi Boakye
wecaretees.com

J

5
♦

Schneider Park
Wallhaven




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Theatre on the Spectrum
centerforada.org

5

Q
♥

E.J. Thomas Hall
University Park



♥

Megan Kalail
uakron.edu/ej/

Q

J
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The Peanut Shoppe
Downtown Akron



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Erica Hoosic
ericahoosicstudio.com

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