

## Woot, Inc. Artist Agreement (Greeting Card)

Agreement dated **October 5, 2015**, by and between \_\_\_\_\_ (“Artist”),  
with an address of \_\_\_\_\_, and Woot, Inc.  
 (“Woot”), with respect to artwork created by Artist as set forth on Exhibit A attached (the “Artwork”).

**1. Copyright Ownership.** Artist retains copyright ownership of the Artwork submitted to Woot. Woot may, at Woot’s discretion and expense, register the Artwork with the U.S. Copyright Office in the Artist’s name. Woot may record the license granted to it in this Agreement, and Artist agrees to assist Woot as necessary with such recordation, including by executing any documents related to the recordation that Woot may reasonably request.

**2. Grant Of Rights.** Artist grants Woot the exclusive, perpetual, irrevocable, world-wide, right and license to use, reproduce, print, publish, publicly display, transmit, market, sell, distribute, and sublicense the Artwork in all forms and media now known or hereafter developed. Woot may make or authorize non-substantive changes to the Artwork to prepare it for production use.

**3. No Obligation.** Use of the Artwork by Woot is at Woot’s sole discretion. Woot is under no obligation to use the Artwork at all, or to use the Artwork in any specific manner or for any specific period or duration of time.

**4. Non-competition.** Artist shall not use the Artwork in any manner with the sole exception that Artist may display or incorporate the Artwork in a personal portfolio or collection for promotional purposes related to Artist’s work.

**5. Artist Compensation.** For the aggregate amount of sales of greeting cards incorporating the Artwork made available by Woot to the general public, Woot shall pay Artist a flat fee of Two Hundred and Fifty Dollars (\$250.00). If Woot uses or licenses the use of the Artwork in a form or media other than greeting cards, Woot shall pay Artist a fee in an amount to be determined by Woot in good faith. Woot will make quarterly payments for any compensation earned by Artist on a per item basis within 30 days of the end of each calendar quarter. Artist acknowledges that Woot makes no representations, warranties, or covenants with respect to the level of sales, if any, for the apparel, garments or other items or the amount of fees to be earned by Artist.

**6. Independent Contractor; Payment of Taxes.** Artist is an independent contractor and is solely responsible for, and shall pay when due, any fees and/or dues, or contributions due to any unions or guilds, all estimated tax, withholding, social security, disability, unemployment, self employment, and other taxes imposed on Artist by the U.S. government or any state or local tax jurisdiction.

**7. Credit.** Woot shall provide Artist with appropriate credit in the Artwork, at Woot’s discretion.

**8. Artist Representations.** Artist represents and warrants that he/she has the right to enter into this Agreement, that the Artwork is original and has not been previously used commercially, and shall not infringe upon or violate any copyright, or any other personal or proprietary right of any kind of any third party. Artist indemnifies Woot, its officers, directors, employees, successors and assigns, against any and all losses, expenses (including attorney’s reasonable fees), or damages arising out of any breach of Artist’s warranties, representations, and obligations hereunder. This paragraph shall survive the expiration or termination of this Agreement for any reason.

**9. Termination.** Woot may terminate this Agreement for any reason immediately upon written notice to Artist. If Woot terminates this Agreement for any reason other than Artist's breach of the Agreement, Artist shall be entitled to retain the amounts paid to Artist up to the date of such termination and shall not be entitled to any further compensation. If Woot terminates this Agreement as a result of Artist's breach of the Agreement, Artist shall return all amounts paid to Artist hereunder. Upon such repayment, all rights granted to Woot under this Agreement shall terminate, and Woot shall have no further obligation of any kind to Artist.

**10. General Provisions.** This Agreement is binding upon and inures to the benefit of the executors, administrators, heirs, and assigns of the Artist and Woot. Any notices permitted or required under this Agreement shall be deemed sufficient if sent via email to [shirtlegal@woot.com](mailto:shirtlegal@woot.com) and email receipt is acknowledged by Woot. Woot shall communicate with Artist via email address provided by Artist. This Agreement represents the entire agreement between parties, and may not be modified or terminated other than by a writing executed by both parties. If one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The waiver of any breach of any provision of this Agreement, regardless of the number or extent of such waivers, shall not be construed as a modification of this Agreement or as a waiver of any other breach of that provision or of any other provision of this Agreement. If, in the opinion of either party, the other has breached this Agreement, the such party shall notify the other in writing of that breach, which shall not be a ground for any action, claim, or proceeding unless the alleged breach has not been substantially cured within thirty (30) days after receipt of notice. In the event of Woot's breach, Artist may seek damages only; in no event shall the Artist be entitled to interfere with, enjoin, or otherwise restrain Woot's exclusive right to use and incorporate the Artwork on or in apparel and garments. This Agreement shall be interpreted according to the laws and in the state and federal courts of the State of Washington, and both parties consent to the exclusive personal jurisdiction, and waive any objections to the venue, of the state and federal courts in King County, Washington.

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first above written.

WOOT, INC.



Joel Lewis, Director Shirt.Woot.Com

\_\_\_\_\_  
"Artist"

Date Signed: October 5, 2015

Date Signed: \_\_\_\_\_

## **EXHIBIT A**

### **ARTWORK DESCRIPTION**

[Shirt below is a representation of the final printed shirt. Placement and colors may vary based on production.]