

ART SUBMISSIONS AND ROYALTIES CONTRACT

This Art Submissions and Royalties Contract ("Agreement") is entered into by and between Dark Fete Creatives ("Dark Fete Creatives") and the submitting artist ("artist") (Collectively Referred to as the "parties").

SCOPE OF THE WORK:

1. The Artists shall submit artwork to Dark Fete Creatives for consideration.
2. Dark Fete Creatives shall review the submissions and decide whether or not they will be used for merchandise. If selected, Dark Fete Creatives will use the submission to design the merchandise.
3. The Artists may request for their artwork to be removed from merchandise through our [TERMINATION FORM](#).
4. Any sales before the request of removal will still be made.
5. There is no obligation for the Artist to submit artwork and is done at will.

ROYALTIES:

1. The Artist will receive a percentage of the net profit from the sale of merchandise featuring their submission.
2. The minimum amount of collective royalties for payout is _____
3. The minimum amount of collective royalties must be at least \$20 USD
4. Payments will be made electronically and are subject to a delay until the purchasing transaction has cleared.
5. The royalties percentage is _____
6. Dark Fete Creatives shall have a period of two (2) weeks from the date of finalization of a sales transaction to calculate any royalties owed to the artist. Such a period shall not exceed thirty (30) days from the date of finalization of the sales transaction.

OWNERSHIP AND COPYRIGHTS:

1. The Artist retains ownership of the submitted artwork.
2. For purposes of being on Dark Fete Creatives' storefront, Dark Fete Creatives holds a commercial license to the submitted artwork. The license can be revoked by the Artists at any time through our [TERMINATION FORM](#).
3. Upon termination of the license, Dark Fete Creatives has two (2) weeks to remove the Artists submitted artwork and any merchandise featuring the artwork.
4. Any sales during the 2 week period are no longer subject to Royalties.
5. Any sales before termination will still be made and royalties will be calculated.

REPRESENTATIONS AND WARRANTIES:

1. The Artist takes full legal responsibility for their submissions.
2. Dark Fete Creatives will take measures to ensure that all submissions are unique and original and do not infringe on anyone's copyrights.

INDEMNIFICATION

1. The Artist agrees to compensate Dark Fete Creatives for any damages caused to its store, product or reputation as a result of their submission. This includes but is not limited to copyright infringements.

TERMINATION OF CONTRACT:

1. Dark Fete Creatives reserves the right to remove the Artists designs and submissions at any time for any reason.
2. Dark Fete Creatives reserves the right to refuse service or terminate the contract at any time for any reason.
3. Any royalties held below the minimum will no longer be available.
4. Any royalties held above the minimum will be paid out in a timely manner. (may take two weeks or more depending on sales volume and other variables. Dark Fete Creatives will do its best to be expedient.)
5. In the case of copyright infringements any royalties held may be paid out to the Original Artist.

GOVERNING LAW AND JURISDICTION:

1. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule.
2. Any dispute arising under or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in the State of Colorado.
3. The parties hereby submit to the exclusive jurisdiction of such courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

SIGNATURE AGREEMENT:

By signing below, the parties agree to be bound by the terms and conditions set forth in this contract. Dark Fete Creatives and the Representing Artist hereby acknowledge that they have read, understand, and agree to all the terms and conditions set forth in this agreement.

Representing Artist Signature: _____

Print Name: _____

Date: _____

Dark Fete Creatives: _____

Dark Fete Creatives Representative: _____