

## ARTIST RELEASE AND LICENSE

THIS AGREEMENT (“Agreement”) is made as of \_\_\_\_\_ between the Academy of Interactive Arts and Sciences Foundation (“AIASF”), located at 1244 W 159<sup>th</sup> St., Gardena, CA, 90247 and the artist whose name is listed below (“Artist”) (each a “Party” and collectively, the “Parties”).

**Artist Name:** \_\_\_\_\_  
**Artist Address:** \_\_\_\_\_  
**Title of Work:** \_\_\_\_\_  
**Description of Work:** \_\_\_\_\_

### BACKGROUND

- Artist is the owner of the piece of artwork listed and described above (the “Work”).
- Artist would like to submit the Work into a competition for the purposes of the Game Maker’s Sketchbook art exhibition (“GMS”), which AIASF owns and hosts.
- In exchange for consideration of the Work’s potential inclusion in GMS, Artist is willing to grant to AIASF, and AIASF is willing to accept from Artist, a non-exclusive license to utilize the Work subject to the terms of this Agreement.

### 1. LICENSE

- 1.1. **License Grant.** Artist hereby grants to AIASF a royalty-free, non-exclusive right and license to use, print, publish, broadcast, reproduce, distribute and publicly display the Work, alone or with other works, solely for the purpose of participation in the Competition. Notwithstanding the foregoing, AIASF may not create any new materials using, in whole or part, the Work after the end of the Competition without the prior written consent of Artist in each instance, which Artist may grant or withhold in its sole and absolute discretion. AIASF may market or sell the Work, including, by way of example and not limitation, in a physical book, only with the prior written consent of Artist in each instance, which Artist may grant or withhold in its sole and absolute discretion.
- 1.2. **Artist’s Name and Likeness.** Artist hereby grants AIASF the royalty-free, non-exclusive right to use Artist’s name and likeness in connection with AIASF’s use of the Work as permitted above.
- 1.3. **Distribution of Proceeds.** Any proceeds arising from the licenses set forth in this Section will go solely to the Academy of Interactive Arts and Sciences Foundation (a not-for-profit charitable organization). The AIASF will not owe any financial obligation to Artist in connection with the use of the licenses granted under this Agreement.
- 1.4. **No Obligation to Use.** Nothing in this Agreement creates an obligation on the part of AIASF to use the work, accept it into GMS, or otherwise.

- 1.5. **Reserved Rights.** All ownership rights in the Work remain in Artist's name and Artist reserves all rights except as granted in this Agreement. Artist will not be prevented from using the Work in any manner and for any purpose by reason of the licensed granted in this Agreement.

## 2. CREDIT

AIASF will provide credit to Artist in each use of the Work. Failure to do so will not be considered a breach of this Agreement, provided the AIASF makes reasonable efforts to remedy such failure after receiving notice thereof.

## 3. WARRANTIES

Artist represents and warrants that:

- 3.1. Artist is the sole creator of the Work, and the Work is original to Artist.
- 3.2. Artist is the owner of and has the sole and exclusive rights to the Work, including any copyright rights.
- 3.3. The Work is not encumbered in any manner.
- 3.4. Artist has the sole and full power to enter into this Agreement.
- 3.5. If Artist's representative signs this Agreement on behalf of Artist, that representative has the right and authority to enter into this Agreement on behalf of Artist, grant all rights, and fulfill all obligations contained in this Agreement.
- 3.6. The Work does not infringe upon the copyright, trademark, patent, right of privacy or publicity, or other third-party rights.

## 4. TERMINATION

- 4.1. **Material Breach.** The Agreement may be terminated by either Party for failure to cure a material breach of this Agreement if such breach is not cured within 30 days of receiving notice from the terminating Party.
- 4.2. **AIASF Breach.** If this Agreement is terminated for cause based on AIASF's material uncured breach, AIASF will cease use of the Work and will no longer have the right to use the Work, *except for* any pre-existing uses which have already been sold, licensed, or otherwise distributed to end users and customers.

## 5. INDEMNIFICATION

Artist will indemnify and hold AIASF and its affiliates and agents (the "AIASF Parties") harmless against all damages, claims, losses, demands, lawsuits or other legal actions, including any demands for legal fees and expenses, made by any third party against the AIASF Parties, arising out of any breach of any warranty made by Artist, acts or omissions of Artist in connection with the Work or the subject matter of this Agreement, or breach or threatened breach of this Agreement by Artist.

## 6. RELEASE OF LIABILITY

**Release.** Artist hereby releases and forever discharges AIASF and its affiliates and agents from and against all known or unknown damages, claims, losses, demand, lawsuits or other

legal actions, including any demands for legal fees and expenses, whether known or unknown, anticipated or unanticipated, relating to or arising out of this Agreement, except those arising out of AIASF's gross negligence or willful misconduct.

## 7. GENERAL

- 7.1. **Relationship.** Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.
- 7.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of the Agreement and supersedes and replaces any prior agreements between the Parties.
- 7.3. **Modifications.** This Agreement may not be modified or revised except by to a written agreement signed by both Parties.
- 7.4. **Severability.** If any part of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, this will not affect the validity of the remaining parts of this Agreement.
- 7.5. **No Assignment.** Neither party may not assign this Agreement or any of their respective obligations under this Agreement.
- 7.6. **No Waiver.** Neither Party's delay, omission or failure to enforce any right with respect to this Agreement will amount to such Party's waiver of such right or be considered a waiver of any similar right or other provision.
- 7.7. **Governing Law; Venue.** The validity of this Agreement or any part of it and the interpretation of all of its provisions will be governed by the laws of the state of California, and the venue for litigation will be the state and federal courts located in Los Angeles, California.

*[signature page follows]*

BY SIGNING BELOW, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement.

Academy of Interactive Arts and Sciences Foundation

By \_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_

Artist (or its authorized representative):

\_\_\_\_\_