



Artist Contract

This agreement ("Agreement") is made by and to Elev8 Distribution LLC, a Colorado Limited Liability Company ("Elev8 Distribution LLC") and (Artist's Name), a Limited Liability Company ("Artist") (each a "party" and together the "parties") on the date first entered below.

WHEREAS, Artist owns or controls the Artist Property (defined below) and has the right to license the use of the Artist Property to Elev8 Distribution LLC on the terms and pursuant to the conditions set forth in this Agreement; and

WHEREAS, Elev8 Distribution LLC desires to have the exclusive right to utilize the Artist Property in or in connection with the creation, development, production, manufacture, promotion, distribution and sale of the Product (defined below) on the terms and pursuant to the conditions set forth in this Agreement:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Definitions

1.1. Artist Property

"Artist Property," as used in this Agreement, shall mean Artist's finished Artwork to be referenced as the "(Artist's Inspired SSV)" that shall be provided by Artist in the form of a digital file containing as developed by the Artist.

2. The Licensed Rights

(a) Elev8 Distribution LLC shall have the right to publish the Artist Property in whatever form or publication Elev8 Distribution LLC selects;

(b) Elev8 Distribution LLC shall have the right to revise, alter or crop the Artist Property.

(c) Elev8 Distribution LLC shall have the right to reproduce the Artist Property in whatever medium such as ads both print and electronic.

Elev8 Distribution LLC selects.

(d) The Artist is the sole creator and owner of the Artist Property

(e) The Artist Property does not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; it is innocent and contains no matter contrary to law; that you have not heretofore made any commitment for the use or publication thereof

3. Infringement

In addition to the foregoing, Artist, at his own expense, shall indemnify and hold harmless Elev8 Distribution LLC and defend any action brought against Elev8 Distribution LLC with respect to any claim, demand, cause of action, debt or liability (individually or collectively, a "Claim"), including reasonable attorneys' fees and expenses, to the extent that such Claim is based upon a claim that the Artist Property as incorporated



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into the Product infringes or violates any patents, copyrights, trade secrets, license, or other property right of any third party or any right of privacy, publicity or contract right. Elev8 Distribution LLC may, at its own expense, assist in or take entire control of such defense and any and all negotiations relative to the settlement of any such Claim if it so chooses. Elev8 Distribution LLC shall promptly provide Artist with written notice of any Claim which Elev8 Distribution LLC believes falls within the scope of this Section. (b) Elev8 Distribution LLC shall also have the right, in its sole discretion, to institute and prosecute any and all legal action against any third party for infringement of the rights licensed by this Agreement. Any such legal action shall be prosecuted at the cost and expense of Elev8 Distribution LLC and all sums recovered in any

Elev8 Distribution LLC. Upon the request of Elev8 Distribution LLC, Artist shall execute all documents, testify on all matters, and otherwise cooperate in every way deemed necessary and desirable by Elev8 Distribution LLC for the prosecution of any such legal action Elev8 Distribution LLC shall reimburse Artist for the reasonable expenses incurred by Artist as a result of such cooperation, which shall include all travel, hotel costs incurred by Artist.

4. Credit

Elev8 Distribution LLC will give Artist design credit in conjunction with Artist Property and shall be displayed via Artist Signature or Artist name.

5. Payment Schedule

Elev8 Distribution LLC will issue payment to Artist within 8 business days after the end of the month. Artists will be paid \$30 for each printed Silver or Super Surfer sold. There will be a limit of 150 total images made.

6. Waiver and Release

Each party hereby waives all rights and releases the other, its employees, agents, and assigns from, and shall neither sue nor bring any proceeding against the other for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use of the Artist Property.

7. Term

"Term," as used in this Agreement, shall mean the period beginning on the date hereof and lasting the entire duration of Elev8 Distribution LLC's existence as a legal operating business entity.

8. Affiliate Program

As an artist that has licensed your work with 7th Floor, we would like to encourage you to encourage as many of your fans and customers to purchase your new medium of art on this dope vape. To help make this easier and more lucrative we have this affiliate program we highly recommend you join. We ask that all artists display a link to their WRS vaporizer on our site, and in



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return, for anything sold through that link, we will compensate the affiliate with 10% to 15% of the total retail price, excluding shipping and handling charges, which will be paid out at the same time as the WRS payout. You can join this amazing opportunity at

<https://www.elev8glassgallery.com/wrs-vaporizer-and-e-nail-collaboration/>

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the day of (current year).

Managing Member, (Artist's Name)

Date

Elev8 Distribution LLC VP (printed)

Elev8 Distribution LLC VP Signature Date