

This agreement is by and between Working Legacy, PBC ("WLPBC" / the company) and the Artist or Business Entity ("YOU / I / MY / YOUR" ) as identified in the Application and Agreement submitted by YOU who have chosen to participate in the ArtMugs.Org project.

**By checking the box on the ArtMugs Application and Agreement Form and paying the nominal setup fee(s), YOU hereby grant WLPBC "Permission To Use" YOUR original artwork under the conditions outlined below.**

## **Submission(s) and Permission To Use / Terms of Use**

- The work I am submitting is my original work and is not subject to any exclusive licensing agreements or restrictions that would otherwise prevent me from granting permission to use it for the ArtMugs.Org project.
- By using the online **ArtMugs Application and Agreement Form**, I am submitting one or more digital images for limited use as per this agreement. **Permission To Use the original Artwork I submit is exclusively limited to** the creation and sale of coffee mugs (ArtMugs) to be sold by WLPBC and their Affiliate Partners (including ME) both online and off for a nominal markup over the actual cost of each mug.
- **Under no circumstances will WLPBC use or sell MY Artwork for any other purpose than what has been outlined in this document. Any exceptions to this must be specifically identified and mutually agreed to in writing.**
- Additionally, WLPBC will include MY website address and a © copyright notice to help identify and market MY work both online and off.
  - a. I also acknowledge that each of the ArtMugs produced, will also carry the ArtMugs.Org typeface in small print to be placed somewhere on the mug.
- WLPBC will create a digital mockup for my final approval. Once I have approved the artwork, WLPBC will add MY Art Mug to their online shopping cart and the "Supporting Artists Collection" where it will be made available for sale.

- **Our goal is simple:** We aim to create an affordable marketing service that provides exposure, enjoyment and real value for all of our partners and patrons.
- WLPBC will work to accomplish this by providing social media exposure for each participating artist through “posts” and stories that will connect the artist’s website and social media accounts to an online thread that is designed to showcase the ArtMugs Collections, Supporting Artists, Galleries and Studios.
- Additionally and over time, we will work to secure and build a network of retail shops, coffee shops, gift shops and boutiques that will help sell and distribute collections of our ArtMugs.
- Our vision for marketing is far reaching and all inclusive. Perhaps best referred to as Guerrilla Marketing Tactics which includes, but is not limited to: trade booths, art festivals, market days, retail shops, wholesale resale, direct sales, and affiliate marketing partners.

### Proceeds and Distribution of Funds

**The Setup Fee paid to WLPBC covers;** limited consulting with *each artist*, a digital mockup representing the final Art Mug for approval, a complimentary art mug (once approved) for the personal enjoyment of the artist and one year of basic marketing services and support as outlined in the section above titled “WLPBC, Best Intentions and Marketing Services.”

- **After taxes and shipping fees, the sale from each Mug will generate a small net profit which will be used to grow the project to everyone’s benefit in the following ways:**
  - **To use the available resources to fund the WLPBC Best Intentions and Marketing Services for each artist and the project as outlined above.**
  - \*When the sale of any Individual Mug exceeds \$100 in net profits within any given calendar year, (roughly 20 mugs) WLPBC will pay the artist 25% of the net profits - based on the revenue less the cost of the Mug, tax and shipping fees.
  - Once the Royalties owed to the artist equals \$50, WLPBC will issue the artist a royalty payment ( electronically via venmo or paypal)
  - **\* Please Note:** This concept is part of our pilot test and may need to be adjusted once we have the actual numbers and receive feedback from the community of partners.
- **WLPBC will extend a 25% coupon discount code to each participating artist if they wish to purchase/use the ArtMugs for their own promotional campaigns.**
- Withdrawal from this project will require a 30 day notice in writing before we can remove any item from the ArtMugs Shopping Cart. Removal from the pilot project and shopping cart does not include the removal of any previous social media or blog posts that showed the item in question to the public.
- **WLPBC reserves the right to remove or reject any submission if in any way it infringes on someone else’s copyright or proves to be offensive to the general public.**

**Are you interested in creating your own online shopping cart and selling your artwork on promotional products to keep 100% of the net profits? We’ll be happy to help. Just ask!**