

TERMS AND CONDITIONS OF FAN ART LICENSING FOR THE RED VALLEY AUDIO DRAMA PODCAST

1. **The Red Valley Fan Art License.**

This License Agreement (hereafter, the "Agreement") shall set forth the terms and conditions for the licence to sell artwork based on Orpheus Studio Productions Property (as defined below). In order to sell Fan Art, you must first acknowledge your agreement to the terms and conditions of this Agreement by printing & signing your name below and sending the completed agreement to redvalleypod@gmail.com.

2. **Orpheus Studio Productions Property.**

All title, ownership and intellectual property rights of the Red Valley Audio Drama Podcast. This may include any titles, themes, objects, characters, character names, stories, dialogue, catch phrases, locations, concepts, artwork, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual effects, storylines, and any related documentation, all of which are owned or licensed by Orpheus Studio Productions, and are protected by the copyright laws of the United Kingdom, international treaties and conventions, and other applicable laws.

3. **License.**

For the purposes of this Agreement, and in consideration of your agreement to abide by the terms and conditions contained herein, Orpheus Studio Productions hereby grants you a limited, non-exclusive, world-wide, royalty free, perpetual license to use the Orpheus Studio Productions Property to create drawings, illustrations, and/or graphic representations based on the Red Valley Audio Drama Podcast to sell. In consideration of Orpheus Studio Productions providing you the opportunity to sell your artwork, you hereby grant to Orpheus Studio Productions a non-exclusive, worldwide, royalty free, perpetual license to use, the drawing/illustration based upon Orpheus Studio Productions Property for its business purposes in all media, in whole or in part, distorted in character or form, including but not limited to, the right to use the Licensed Materials on its websites, as well as for its internal, trade, and advertising purposes.

4. **Representations and Warranties.**

With respect to the Licensed Materials, you hereby warrant that: (a) You are 18 years of age or older; (b) you have the right to provide Orpheus Studio Productions the foregoing license to utilise the Licensed Materials without liability or compensation to others.

5. **Consideration.**

The sole consideration for the license granted under this Agreement by you to Orpheus Studio Productions shall be the display of the Licensed Materials on the Website with a credit line that provides credit to you as the author/creator of the Licensed Materials. Orpheus Studio Productions shall have the right to determine, in its sole discretion, how and when to display the Licensed Materials, if at all. It is agreed by the parties hereto that display of the Licensed Materials as stated above is full and complete consideration for the grant of license contained

herein. In the event that Orpheus Studio Productions should fail to place the credit line on the Website in association with the Licensed Materials, Orpheus Studio Productions will take reasonable steps to correct such error, but in no event will such failure be deemed a material breach hereunder.

6. **Changes to this Agreement.**

From time to time, Orpheus Studio Productions may replace this Agreement with new versions (each a "New License"), and in such an event, this Agreement will terminate immediately upon the introduction of a New License. When Orpheus Studio Productions replaces this Agreement, Orpheus Studio Productions shall send the New License to you, and you will then have thirty (30) days to accept or reject the New License.

7. **Miscellaneous.**

The relationship between the parties hereto shall be that of a licensor and a licensee, and neither party shall represent itself as an agent, representative or partner of the other. Orpheus Studio Productions may terminate this Agreement at any time in the event of your material breach of this Agreement. Additionally, there may be times when Orpheus Studio Productions will need to terminate your right to use Orpheus Studio Productions Property for business reasons, and in such a case, Orpheus Studio Productions shall inform you of this.

8. **Acknowledgement of binding nature of the foregoing terms and conditions.**

You hereby acknowledge that you have read and understand the foregoing Agreement and agree that by signing and returning this Agreement associated herewith is an acknowledgment of your agreement to be bound by the terms and conditions of this Agreement. You also acknowledge and agree that this Agreement is the complete and exclusive statement of the agreement between Orpheus Studio Productions and yourself.

LICENSEE NAME (PRINTED) _____

LICENSEE NAME (SIGNED) _____

LICENSEE EMAIL _____

LICENSOR NAME (PRINTED) _____

LICENSOR NAME (SIGNED) _____

DATE _____