

LICENSE AGREEMENT

This License Agreement ("License") is dated effective _____, 2019, by and between Ulla Real Estate, Inc. or assigns, an Oklahoma limited liability company ("Licensor"), and _____, an individual ("Licensee"), for the purposes set forth below.

R E C I T A L S:

- A. Licensor is a Tenant of Twenty Third Equity, LLC which is the owner of the redevelopment located in the 500 block of NW 23rd Street in Oklahoma City known as "The Rise."
- B. Licensee is an artist who is desirous of exhibiting one or more pieces of art for promotion and sale to the general public (the "Artwork").
- C. Licensor is desirous of promoting local artists, thereby enhancing the experience and aesthetics of invitees to The Rise by the exhibition and marketing of Licensee's Artwork.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Premises. The areas which are subject to this License are described and depicted on the attached Exhibit "A" (the "Licensed Premises"). Licensor, at its sole discretion, reserves the right to relocate the Artwork within the Licensed Premises from time to time upon prior notification to Licensee.
- 2. Term. The term of this License shall be one hundred (100) days from _____, to _____, except as may be terminated by Licensor at any time. The parties may mutually agree to renew this License for additional ninety (90) - day terms at any time. Licensee agrees to sell Artwork on Licensor's website for one hundred and eighty days (180) days. This term will automatically renew unless artist submits a termination request in writing ten (10) days before the expiration of the term.
- 3. Gallery & Artist Commissions. In exchange for the rights granted under this License and as long as Licensee's Artwork is promoted thru the Licensor, Licensor is due a license fee of forty-five percent (45%) of the gross sale price of each piece of Artwork sold during the term of this License.
- 4. Permitted Uses. This License is limited to the exhibition and sale of Artwork by Licensee within the Licensed Premises and all forms of media including but not limited to Licensor's website and social media from time to time during the term of this License. Except for special events, Licensee shall have no physical presence within the Licensed Premises other than with respect to the Artwork.
- 5. Prohibited Uses. Licensee shall not engage in any of the following activities on the Licensed Premises:
 - (a) Licensee shall not construct any permanent structure on the Licensed Premises.
 - (b) Licensee shall not consume any alcoholic beverages within the Licensed Premises nor acquiesce in the consumption of the same other than as expressly permitted by applicable Oklahoma law.
 - (c) Licensee shall be responsible for removal of all fixtures relating to the exhibition of the Artwork. Further, to the extent that upon the removal of such fixtures repairs must be made to the wall or other areas within the Licensed Premises necessitated by the removal of the Artwork, Licensee shall promptly effect such repairs and remove Artwork within five (5) business days following the termination of this License.

- (d) Licensee shall not take, or acquiesce in the taking, of any actions that interfere with access to or operations of any existing businesses within The Rise.
 - (e) Licensee agrees that no Artwork displayed within the Licensed Premises shall contain images that would be considered by the general public to be distasteful or inappropriate for viewing by children or adolescents. Licensor reserves the right to disapprove of any of the Artwork to be displayed within the Licensed Premises.
6. Taxes. Licensor agrees to pay all taxes and assessments associated with the use of the Licensed Premises and the sale of any of the Artwork.
 7. Risk of Loss. Licensee acknowledges and agrees that Licensor shall have no responsibility for either the safety or security of Licensee's Artwork which is exhibited pursuant to this License. Licensee shall provide insurance against damage or theft to the Artwork and/or hereby accepts sole responsibility for any damage or loss of the Artwork resulting from the actions of the invitees of Licensor and any of the businesses located within The Rise, as well as individuals who may not have been invited.
 8. No Assignment. Licensee agrees not to assign or sublease its interest in this License.
 9. Amendment/Waiver. The terms of this License may be amended by mutual consent, when reduced to writing and signed by the parties hereto. No waiver of any default or breach of this Agreement shall be valid unless reduced to writing and signed by the parties. Further, waiver of any default or breach of this Agreement shall not be deemed to extend to any prior or subsequent default or breach or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
 10. Reservation of Rights. Licensor retains its right with respect to the Licensed Premises at all times and for all purposes.
 11. Non-Exclusivity. Licensee acknowledges and agrees that other artists may also be afforded the opportunity to both exhibit and market their artwork within the Licensed Premises during the term of this License.
 12. Publicity. Licensee may promote the exhibition of the Artwork at any time during the term of this License on social media, website or publication for the general public so long as Licensee mentions the location of the Artwork as being within The Rise. Licensee hereby consents to Licensor's use of the Artwork images in promotions from time to time during the term of this License and for a period of ninety (90) days thereafter. Such promotions may be in print or digital media.
 13. Not Landlord-Tenant Relationship. Nothing contained in this License may be, or is intended to be, construed as a landlord-tenant relationship between Licensor and Licensee.
 14. Interior designers, decorators, art dealers, and other individuals or businesses that maintain a valid resale certificate will be given a 10% discount on full amount of all sales. This 10% will be absorbed by the Licensor and will not affect the Artist's Commission. Artists will receive their commission based on original, non-discounted, sale price.

EXECUTED effective the first day above written.

[SIGNATURE PAGE TO FOLLOW]

LICENSOR:

Ulla Real Estate, Inc.

By: _____

Anna Russell

Address: 114 NW 6th, Suite 206
Oklahoma City, OK 73102

LICENSEE:

[Signature]

[Print Name]

Address: _____

EXHIBIT "A"
TO
LICENSE AGREEMENT

LICENSED PREMISES

