

MU HAMUK INDIAN MARKETPLACE AGREEMENT

California Rock Art Foundation, Inc

AGREEMENT

This agreement is between _____ (hereinafter "ARTIST") and the California Rock Art Foundation, Inc. (hereinafter "CAROCKART"). CAROCKART developed, owns, and operates an online internet directory called the MU HAMUK INDIAN MARKETPLACE and seeks to enable Native American Indian Artist's visibility on the MU HAMUK INDIAN MARKETPLACE directory on the CAROCKART.org website.

SERVICES PROVIDED. CAROCKART seeks to provide qualified Native American Indian Artists with a display listing on the MU HAMUK INDIAN MARKETPLACE section of the California Rock Art Foundation website subject to approval criteria. The display listing will provide browsers with Artist information including brief autobiographical text, brief description of art, relevant links, contact information and photos.

SUBMISSIONS. See application for submission requirements and required information. Listing may take up to 14 days to appear in directory.

PROHIBITED SUBMISSIONS. The photos and text provided by **ARTIST** must NOT include the following:

- Abusive, threatening, obscene, defamatory and otherwise offensive statements/material (this includes, but is not limited to, political or religious statements or beliefs, gender identity, sexual orientation or any other theme designed to "target" any person, place, thing or idea negatively)
- Promotion of illegal activities
- Explicitly obscene or sexual content, pornography, acts of violence
- False statement / False or misleading information
- Collection of information for commercial or illegal purposes from other artists/ people
- Material containing software viruses, files or programs designed to interrupt, damage, destroy or limit functionality.

IMAGES/INTELLECTUAL PROPERTY. **ARTIST** retains the copyright and all other intellectual property rights to any artwork or other content in their submission.

By completing the submission form and uploading images, artists grant CAROCKART a non-exclusive, royalty-free, and limited license to copy the image, distribute, reformat as necessary, store and display the artwork or the content.

By uploading your images and filling out the required submission form, **ARTIST** agrees to allow CAROCKART to share any or all of the artwork and / or artist information, for example; name, website information, etc., to further promote said artist through our online portal including, but not limited to, the website and / or social media channels.

Artists can revoke this license at any time by contacting us by email through the site. Artists will submit / upload any artwork, images and content at their own risk and agree that AppleArt will not be responsible for any misrepresentation of their art and / or information by any other party.

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Please note that CAROCKART presents artist / artwork information and labels exactly as presented upon submission.

PROMOTION. CAROCKART will promote the ARTIST on our social networks when appropriate.

FEE. CAROCKART will provide one listing for each ARTIST without charge during the pilot period of the first year of service.

PRIVACY POLICY. Your privacy is important to us. CAROCKART will never share or sell your personal information to a third party and we protect any personal information and / or properties that we obtain from you. CAROCKART has the discretion to update this privacy policy at any time. By using our website and completing the Artist Submission Form, you agree and signify your acceptance of this policy and all other terms and conditions.

CHANGES/AMENDMENTS. CAROCKART reserves the right, at its discretion, to change, modify, add or remove parts of the terms / website / publication / submission guidelines / at any time. Your continued use of the CAROCKART site or services constitutes acceptance by the artists of such changes.

COPYRIGHT INFRINGEMENT. This website and its content are the property of California Rock Art Foundation, Inc. © 2020 California Rock Art Foundation. All Rights Reserved.

TERM AND TERMINATION. This Agreement shall remain in effect for a period of one (1) year from the date hereof (the "Term") and shall automatically renew for another Term unless terminated by either party upon ten (10) days notice prior to the end of the respected Term. Notwithstanding the foregoing, this Agreement shall be subject to cancellation by either party in the event of a material breach by the other party, which breach is not cured within ten (10) days of the party seeking to cancel the Agreement providing written notice of such material breach to the other party and such other party failing to cure the breach within said period. The written notice shall provide specific details of the breach which resulted in the sending of the written notice of cancellation.

CONTENT. ARTIST agrees to assume full responsibility and liability for the content of its advertisement. CAROCKART is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in ARTIST'S content.

LIMITATION OF LIABILITY. ARTIST acknowledges that online advertising results depend on continuously updated search engine algorithms and numerous other factors beyond the control of CAROCKART. Therefore, CAROCKART does not guarantee or warrant any results or that the services will meet ARTIST'S expectations or requirements. In no event shall CAROCKART or its agents, officers, or employees, or any affiliated CAROCKART, or any agent, officer, or employee of any such CAROCKART, be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise.

Any liability of CAROCKART, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records,

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INDEMNIFICATION. ARTIST shall indemnify, defend and hold CAROCKART, its Board of Directors, agents, employees and affiliates harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that CAROCKART shall incur or suffer, which arise, result from or relate to any advertising, or action taken or omitted, or representation made by the ARTIST.

WHEREAS, the State Bar has required as a condition of providing its membership, voting or eligibility list that the User agrees to indemnify, hold harmless and defend the State Bar with respect to any and all claims, costs and liabilities arising from or relating to the release, use or misuse of the membership, voting or eligibility list.

NOW THEREFORE, in consideration of the CAROCKART providing a LISTING ON ITS WEBSITE, the ARTIST hereby agrees as follows:

- (1) to defend the CAROCKART (its Board of Directors, officers, committee members, consultants, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any claim of liability, including, but not limited to, a claim based on the CAROCKART's own negligence, even if such claim is false or fraudulent, or liability that may arise in connection with or as a result of CAROCKART providing LISTING ON ITS WEBSITE or any portion thereof, to the ARTIST, and to defend the CAROCKART against any claim or liability that may arise as a result of the theft of the list(s) from ARTIST and/or its use by any unauthorized user. In the event that both CAROCKART and ARTIST are named as defendants in the same civil action, and in the opinion of the CAROCKART, a conflict of interest arises between said party defendants, ARTIST agrees to provide at its own cost independent counsel for the CAROCKART.
- (2) to indemnify and hold harmless the CAROCKART (its Board of Directors, officers, committee members, consultants, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any and all liability, losses or damages or any expenses whatsoever to the CAROCKART as a result of any claims, demands, damages, costs or judgments against it that may arise in connection with or as a result of the CAROCKART providing its membership, voting or eligibility list to the User, including, but not limited to, a claim based on the CAROCKART's own negligence, even if such claim is false or fraudulent, or liability that may arise as a result of the theft of the list from User and/or its use by any unauthorized user.

RELATIONSHIP BETWEEN PARTIES. The relationship between the parties is intended to be, and is to be construed as, that of independent contracting parties only and not that of employment, partnership, joint venture, agency or any other association whatsoever. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior consent.

GOVERNING LAW AND NON-WAIVER. Governing Law and Non-Waiver. This Agreement and any dispute or claim arising out of, or related to it, its subject matter or formation shall be governed by and construed in accordance with the laws of the State of California. Enforcement of this Agreement is solely in the parties' discretion, and failure to enforce the Agreement in some instances does not constitute a waiver of right to enforce in other instances.

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ARBITRATION. Arbitration. Any dispute, controversy or claim arising out of or related to this Agreement shall, upon the request of either party involved, be submitted to and settled by binding arbitration in _____, pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, State or Federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel. Parties understand that this clause means they waive their right to sue in court and have a jury trial.

SEVERABILITY AND ASSIGNMENT. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The parties may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party.

ENTIRE AGREEMENT. The terms and conditions of this Agreement supersede any previous agreement, statement of terms and conditions, or understanding between ARTIST and CAROCKART. All representations or promises relied upon in executing the Agreement are included in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CAROCKART:

By: _____

Name/Title: _____

Date: _____

ARTIST:

By: _____

Name/Title: _____

Date: _____