



1. Parties and Purpose.

This Agreement between Utherverse Digital Inc. and any Related Parties, (being employees, agents, directors, officers, affiliated companies and online properties including Virtual Vancouver (“Utherverse”); and _____ (the “Artist”), and relates to the Art Exhibition (the “Exhibition”) on October 23, 2009 from 7:00 to 11:00 p.m.. The Exhibition takes place simultaneously in the Internet-based virtual world known as “Virtual Vancouver”, at www.virtual-vancouver.com and at the Roundhouse Community Centre, 181 Roundhouse Muse (at Pacific and Davie Streets), Vancouver, B.C. In which the Artist will exhibit certain works of Art, (the “Artwork”) in both the online and in-person Exhibitions and in related promotions.

2. Grant of Rights.

Artist shall maintain all copyright in their Artwork. From the date of signing this Agreement until thirty (30) days after the end of the Exhibition, Artist grants to Utherverse:

- i) a world-wide, fully-paid, royalty-free license to reproduce the Artwork: (a) within any virtual world, including without limitation within Virtual Vancouver and on any network including the Internet and mobile networks, (b) within promotional materials, and (c) in any other medium, if applicable, for promotional purposes;
- ii) The right to photograph, record, videotape, or render Artist as an avatar in conjunction with the Exhibition, and to use the photographs, videotapes, renderings and generally any recordings of Artist’s voice and image for any promotional purposes;

Artist may extend the term of this Agreement to permit Utherverse to promote their Artwork indefinitely after the Exhibition, until it is terminated by the Artist with written notice. Utherverse then has seven (7) days after receiving the termination Notice to remove all Artist’s content related to this Agreement. If you want Utherverse to continue to promote your work after the Exhibition initial here. _____

Notwithstanding this license, Utherverse shall not actually be required to display the Artwork or promote the Exhibition or the Artwork and may cancel the Exhibition at its sole discretion.

3. Liability.

Warranties, Indemnity. No warranty or promises are made by Utherverse regarding any information or services in connection with this Exhibition, and to the maximum extent possible under the law, Utherverse expressly disclaims, and Artist hereby waives, any and all warranties by Utherverse, including without limitation: any warranties as to the availability or quality of the services provided or their fitness for a particular purpose. Artist specifically acknowledges that technical performance is unpredictable within these emerging Virtual Worlds and therefore the Exhibition and related services are provided on an “as is, where is ” basis.

Utherverse, shall not be liable to Artist for any failure to promote the Exhibition or Artwork, for any cancellation of the Exhibition or for any other failure, error or omission, technical or otherwise. Utherverse will not be liable for any pricing, payment or other issues between Artist and buyers. To the extent permitted by law, Artist waives the right to recover any damages arising from participation in this Exhibition.

If Utherverse gets sued by a third party for any reason, including copyright infringement, or has to hire lawyers as it is reasonably threatened with a lawsuit by any party with respect to the Artist’s participation in this Exhibition pursuant to this Agreement, Artist will provide an indemnity to Utherverse for any defense of those claims taken by Utherverse and/or the Artist together.



4. Responsibilities of Artist.

Uatherine will not be providing insurance for the Artwork at the Exhibition, which remains the Artist's sole responsibility. Uatherine will make best efforts to treat the Artwork with the utmost care however Uatherine will not be responsible for damage to Artwork. Artist must arrange for pick-up of the Artwork at the end of the event at the Roundhouse. Any work not claimed will be considered forfeited to Uatherine. Any and all sales of Artwork will be arranged and conducted by the Artist directly without any participation or mediation by Uatherine.

5. Termination.

No damages, claims, or obligations shall arise as a result of any early termination of this Agreement by either party prior to the Exhibition, provided Notice of Artist's withdrawal and Termination of this Agreement is received at least 48 hours in advance. If the Artist terminates after that time, Uatherine may charge a Service Fee of \$50 to cover the costs of removing the Artwork from the online portion of Exhibition at the last minute and for other administrative fees.

6. General.

This Agreement is made under British Columbia law and is the sole agreement between the Parties and replaces any prior discussions, written or verbal agreements about this Exhibition. Any alterations to this Agreement must be in writing, agreed to and signed by both parties.

Artist name (print name) _____

Artist Signature _____

Date _____

UATHERVERSE authorized signatory (print name) _____

Signature _____

Date _____