



Digital Grifter Submission Guidelines

&

Licensing Agreement

submissions@digitalgrifter.com

A brand and name of
HeartLuck

General Information

This is a set of general guidelines as well as a user agreement that outlines how to license and sell shirts, hats, and other products through the online storefront Digital Grifter. This document contains general guidelines, a user-end agreement and an outline payment plan & structure.

At Digital Grifter we give ~100% of sales profit DIRECTLY to the artist with each piece of merchandise sold (it's technically over 100% because we eat the .05\$ off the \$19.95 price tag.) Merchandise can be anything, including but not limited to hats, shirts, mugs, mousepads, pins, books, CDs, DVDs, digital products, etc.

The goal is 100% percent but due to fluctuation of pricing on each piece of merchandise this MAY vary. We strive to keep it over 95% and any extra money is put BACK into the company to pay for supplies, ink, electricity and all the other stuff that a business needs to run. MY PAYCHECK is not affected by sales or pricing of the shirts, but you better believe my employees are being paid.

Just to cut off anyone with misconceptions right here, 100% of the profit DOES NOT MEAN 100% of the revenue. Profit = Revenue – Expenses. In this case I have assigned each product a set expense, so the value is not constantly fluctuating.

In the interest of transparency, I have done a rough estimate of what each of these things costs me per product across the total products sold and priced the products production cost accordingly. I also rounded the totals up to the nearest dollar, so I was not accidentally taking a loss on each item sold at the lowest production level. **THIS MEANS, AS WE PRODUCE MORE AND MORE GARMENTS THE COST PER ITEM WILL GO DOWN AND WE CAN PAY ARTISTS MORE.**

We reserve the right to deny any submissions for any reason. For legal reasons, artworks must not legally be classified as pornography. That means no technical nudity. TECHNICAL nudity.

As Digital Grifter grows we will branch out into new clothing/textiles, new forms of merchandise and new media. As a result, your version of this licensing agreement may have an out-of-date payout chart and may not incorporate a new product we are now able to produce. An updated payout structure does not invalidate your old contract, it simply outlines new additional products you can submit for payment and may alter the amounts of payouts. Just because there is a new version of our agreement does not mean your old agreement is null and void.

YOU get to set the price of each item. All currency for both prices and payouts is USD.

Artwork Removal Guidelines

- 1.) You must OWN the artwork you're submitting. We are NOT liable for submissions you submit that are not your own and we will also immediately remove them.
- 2.) We will remove artwork that has been struck with a DMCA or takedown notice or violates any other law.
- 3.) You have the right to remove or takedown all artworks submitted to us via written notice. After contacting us with the request to remove any or all artwork you've submitted, we require a 60-day grace period divided into two segments.
 - a. The first segment of 30 days allows Digital Grifter to begin to estimate final inventory and begin liquidation. The artist will receive revenue during this period.
 - b. The final 30 days the product enters 'Clearance' and will be taken down on the final day. During this period, the product marked for removal will be at a reduced price and the Artist will NOT receive revenue. Any profits from this period will not be distributed to the artist. The lower price helps guarantee that Digital Grifter is not left with hundreds of shirts we can no longer sell.
 - i. Alternatively, the clearance period can be removed via the artist buying out the remaining inventory at a price to be determined by Digital Grifter.
 - c. On the 60th day the product will be taken down and the artist will have the option to purchase any remaining inventory of the removed product at a significant discount to sell on their own later.

Clothing Payout Chart

Product	MSRP	Artist Payout
T-Shirt	\$20* (\$19.95)	\$10
T-Shirt (multi sides)	\$25.00* (\$24.95)	\$10
Hoodie	\$38* (\$37.95)	\$16
Hoodie (multi sides)	\$45.00* (44.95)	\$16
Hat, Baseball Cap	\$15 (\$14.95)	\$8
Mask	\$15 (\$19.95)	\$9

*Pricing may change for garments that are sized at 2XL or larger as well as big and tall or women’s cut. This is because those shirts cost quite a bit more than smaller sized shirts. Prices will change to reflect the size differences, however; they will not affect payout.

We ask that you price shirts in whole dollar increments. We will always subtract the five cents from the price for marketing purposes.

The MSRP is the Manufacturer Suggested Retail Price but you may set your own price at whatever you want. We will not consider prices that are so low we lose money on the product.

All black/white shirts are 100% ring-spun preshrunk cotton. Colors vary by color.

Shirt Design Guidelines

Currently we can only print images up to 11” x17” in size. Please try to make them slightly (1/4th of an inch) smaller if possible.

If you are concerned about how a shirt is going to look, we are happy to print a test shirt for you once you have filled out the appropriate paperwork.

I won’t print a picture with an existing logo on it that you can’t prove you own. If a submission involves a person’s face you will be required to prove it is yours OR you own the rights to it.

Stay away from colors that are ‘heathered’ as they have polyester which makes the designs hold less well to the shirt.

If you just pick a color with the design, I will show you the sample (digital version). If you have a specific color you want to send it to me and I will try to source it.

Poster Payout Chart

Size	MSRP	Artist Payout
8" x 10"	\$10 (\$9.95)	\$6
16" x 20"	\$15 (\$14.95)	\$9
24" x 30"	\$25 (\$24.95)	\$14
36" x 48"	\$40 (39.95)	\$19
27" x 40"	\$30 (\$29.95)	\$15
41" x 81"	\$70 (\$69.95)	\$30

*All posters are printed on semi-gloss high-quality satin poster paper.

Poster prices are kind of all over the place. These are just our standard MSRP for posters, you can obviously set any price you want equal to or higher than this.

For 8" x 10", 16" x 20", 24" x 30" and 36" x 48" the posters are roughly 1.25 aspect ratio. We may have to crop the image slightly to fit the appropriate aspect ratio.

27" x 40" are movie poster size. Most posters that work in the other 4 formats will probably not crop to this well. 41" x 81" are called 'three-sheets' and are three movie posters turned 90 degrees and stacked on top each other.

Sticker Payout Chart

Media Style	Production Price	MSRP
Matte	\$.15 per sticker square inch	\$1 per square inch
Matte, Weatherproofed	\$.20 per sticker square inch	\$2 per square inch
Glossy	\$.30 per sticker square inch	\$2 per square inch
Transparent	\$.40 per sticker square inch	\$3 per square inch

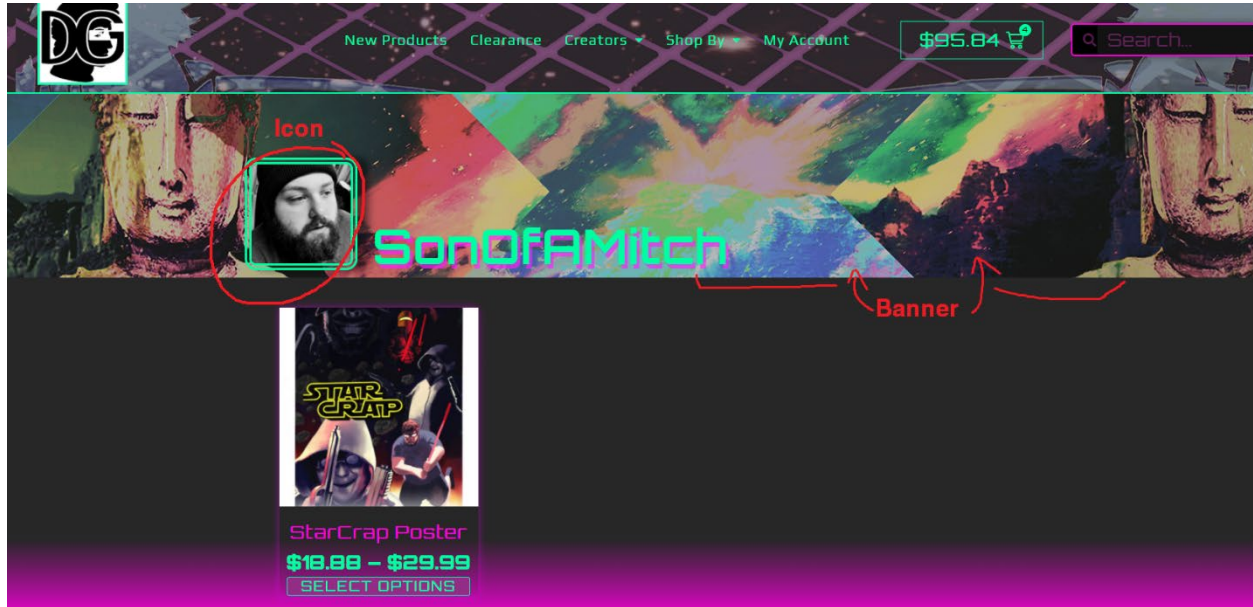
*We can do stickers outside of these ranges of media, but they require special planning. Contact us for details. Bulk pricing available too.

Stickers are based on a price for how many square inches they take up and their media type. That's it. We won't be sticklers about it, if it hangs over a bit, it's fine.

All stickers are printed on vinyl.

Artist Submissions

Each artist is provided their own webpage and link to that webpage on digital grifter. Each webpage has a full screen-width banner and an avatar icon.



Your icon should be 150 pixels by 150 pixels or close to it. At least make it square.

Your banner should be roughly 300 pixels tall. Width doesn't matter so much but larger images will fit better.

Check with us to make sure you like the way your page looks.

We accept animated GIFs for both banner and icons HOWEVER, I personally recommend only making one of them animated (unless it's something super cool)

If you want a specific color text or font for the title/name let me know.

You must fill out a W-9 if you are an American citizen and a W-8Ben if you are not an American citizen. These are for company records, there is no way around it.

Link to [W-9](#)

Link to [W-8Ben](#)

Also, obviously, we need you to submit the artworks you want turned into merchandise along with your pricing guidelines. We require both the finished 'artwork' as a properly sized PNG (the file should be inches x inches for actual full-size printing) as well as a photoshop/illustrator editable file so we can adjust the artwork if need be. Please include those files with the email, we will communicate product specifications once the submissions are reviewed.

Licensing & Merchandising Agreement

This Agreement ("Agreement") is between Digital Grifter ("Producer") and the artist ("Artist") or artists (collectively the "Parties") and includes the following terms and conditions:

Artist (legal name)

Artist (legal name)

Artist (legal name)

Artist (legal name)

- 1.) Digital Grifter agrees to credit and link to the artists page of choice on every product page. Section for providing credit link is provided below.
- 2.) Artist agrees to grant the Producer a non-exclusive, royalty free, worldwide, transferable, unlimited, perpetual license to reproduce, modify, copy, create derivative works and synchronize the artworks submitted via email or otherwise. This is referred to throughout the document as the 'Content'.

Producer can use these works (the Content) to create merchandise/products of any shape, media, form, including but not limited to clothing, accessories, pins, hats, CDs, DVDs, digital downloads, etc.

The artistic works (Content) submitted include the original artwork and any underlying artworks used in construction of the submission.

The Artist grants Digital Grifter the right to use the artwork (Content) and/or merchandise created from the artwork (Content) in promotional materials.

Additional Fillforms may be added later without modifying this contract, they are subject to the same terms.

- 3.) Artist has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Content, has the right to grant all the license rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Content or any other intellectual property or technology or company or otherwise that would conflict with this Agreement.

- 4.) Artist agrees to indemnify, defend and hold Producer and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of the Content ("Producer Party") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with:
 - a. Any Breach by Artists of this Agreement; or
 - b. Any claim threatened or asserted against any Producer Party to the extent such claim is based upon a contention that any of the Content used within the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party.

Producer reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Artist, and in such case, Artist agrees to cooperate with the Producer's defense of such claim. This also applies to class action suits.

- 5.) The Content has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Content being used by Producer, its customers or distributors as contemplated under this Agreement.
- 6.) The validity, interpretation and legal effect of this agreement shall be governed by the laws of the state of the Producer's company which is currently: **ILLINOIS**.

All parties agree that the state and federal courts located in **LAKE COUNTY, ILLINOIS** shall have the exclusive jurisdiction over claims or disputes arising under or in connection with this agreement. The parties submit the jurisdiction of such courts.

Should the company move location the laws of the new location supersede the old location.

- 7.) The Artist is specifically granting the right to the Producer to create the submitted artwork (Content) as a product, commonly referred to as merchandise; in exchange for a payout of each product sold. Products may have different payouts (with a sample outlined in the payout structure section) and the payouts may be subject to change without the revision of the entirety of the contract.

I.E.: You give me artwork to make into shirts, hoodies, etc. and I make the specified product giving you a payout per piece of merchandise sold.

8.) Artist will receive payment in monthly increments. Payments are distributed up to one month after the month has ended.

I.E.: Your money earned in January may be sent as late as March 1st.

9.) Artist will provide some method of being paid and is comfortable with being paid through PayPal or other digital cash transfer (cash app, Venmo, etc.) Any fees, tithes, taxes, etc. in association with payment are responsibility of the Artist and come from their portion of their revenue.

Artist may request sales reports, simply contact Digital Grifter with the request.

10.) Artist is not an employee of Digital Grifter.

11.) If any part of this agreement is broken or invalidated the rest of the agreement remains intact.

12.) 100% of the profit refers to the profit AFTER a set production expense (that varies per product) determined by Digital Grifter. Artists may choose to allow Digital Grifter to take a percentage of each of the items out of their portion. Profit per item is located on the payout chart(s) above. Artist may give Digital Grifter a portion of their profits. Specifics can be found on the returned Fillform.

13.) This agreement can be nullified by Digital Grifter at any time and for any reason.

14.) This agreement can be nullified by the Artist at any time and for any reason, HOWEVER, the agreement will not be severed until the completion of the Clearance clause outlined above in Artwork Removal Guidelines.

15.) Artist agrees to automatically agree to future versions of this contract, the terms of service and the updates and changes that may occur to the rules and regulations outlined in this document. If they decline at any time and for any reason the agreement moves into the Clearance Clause as outlined above.

I hereby agree to all terms and conditions outlined in this document and on the Digital Grifter website.

(DO NOT JUST SIGN THIS PART AND SEND IT TO ME, SEND ME A COMPLETE DOCUMENT WITH A SIGNED PORTION)

Artist Signature: _____ Date: _____

Credited as: _____

Artist Signature: _____ Date: _____

Credited as: _____

Artist Signature: _____ Date: _____

Credited as: _____

Artist Signature: _____ Date: _____

Profit Share with Digital Grifter (default 0%): _____

Credited as: _____

Web Link/URL to include for credit: _____

PayPal Email: _____

Contact Email: _____

Email all submissions to submissions@digitalgrifter.com

Submission Checklist:

- This document signed & filled out.
- Artwork to be turned into merchandise, both finished PNG file & illustrator/photoshop file
- [W-9](#) or [W-8Ben](#)
- 150px by 150px icon image (it just has to be square, but you could save me the trouble...)
- Banner Image
- Storefront color hex codes (what colors you want your storefront to be)
- Filled out Design Fillform

DIGITAL GRIFTER
DESIGN FILLFORM

(you may need multiple)

CREATOR(S) _____

Fillform # _____

Design/Artwork/File Name	Product	Shirt, Poster, etc. y/n	Sleeve? y/n	Textile Color	Black, White, etc.	Metallic finish, All over print	MSRP	DG USE ONLY Payout*

*based of standard MSRP - Production cost