



# Box Contest Rules & Guidelines

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## Work Made For Hire Agreement

This Work Made For Hire Agreement (hereinafter “Agreement”) is made effective as of [9/1/2022], by and between Guaranteed Green, LLC d/b/a/ Olio, a Colorado limited liability company (hereinafter referred to as the “Company”), and [“Participant”] (hereinafter referred to as the “Contributor”).

WHEREAS, the Company is in the business of marketing its cannabis products and providing consumer information on cannabis; and

WHEREAS, Contributor desires to create and contribute artistic content (“Creative Work”) for the exclusive use by the Company under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. **Independent Contractor.** Contributor is and at all times shall remain an independent contractor and not an employee, agent or representative of the Company. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship. Contributor understands and agrees that they shall not be entitled to any of the rights and privileges established for the Company’s employees, including but not limited to be following: retirement benefits, medical insurance coverage, life insurance coverage, disability insurance coverage, severance pay benefits, paid vacation and sick pay, overtime pay, or any other benefit which the Company may offer to full or part-time employees. Contributor understands and agrees that the Company will not pay or withhold from the compensation paid to Contributor any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, workers’ compensation or any other withholding tax, insurance, or payment pursuant to any law or governmental requirements, and all such payments as may be required by law are the sole responsibility of Contributor.

2. **Exclusivity and Proprietary Rights.**

- a. Except as specifically set forth herein, all Creative Work developed by Contributor and submitted to the Company for use by the Company shall be considered “work made for hire.” Except as specifically set forth herein, all Creative Work and any and all copyrights and legal protections in such materials shall be the exclusive property of the Company. Contributor further agrees that, to the extent the provisions of Title 17 of the United States Code do not vest the copyrights to any Creative Works in the Company, Contributor hereby assigns to the Company all right, title and interest to copyrights which Contractor may have in the Creative Works. Contributor further agrees to take any actions necessary to transfer any rights in Creative Works to the Company, including signing assignment documents.
- b. Contributor agrees to provide the Company with Creative Work created exclusively for the Company.
- c. Contributor agrees to promote co-branded products through all internal marketing

3. **Miscellaneous.**

- a. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and any and all prior or contemporaneous statements, oral or written, relating to the subject matter of this Agreement are merged herein and superseded hereby and are of no legal force and effect whatsoever. This Agreement may not be amended or modified except by a writing signed by both parties.

- b. This Agreement and all performance hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws. The exclusive forum for all disputes arising out of or relating to this Agreement shall be an appropriate state or federal court sitting in Denver County in the State of Colorado.
- c. The waiver, invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement as a whole. The waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of a subsequent breach hereof or a waiver of the breach of any other provision of this Agreement.
- d. The captions at the beginning of each of the numbered paragraphs herein are for reference purposes only and are of no legal force or effect.
- e. Neither party may assign this Agreement without the prior written consent of the other party, except that the Company shall have the right to assign this Agreement to any affiliate or subsidiary, and pursuant to a merger, consolidation or other corporate reorganization, without the consent of the Contributor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COMPANY**

Signature

Name

Title

**CONTRIBUTOR**

Signature

Name

### Services to be provided by Contributor

1. Create a unique box and/or dab tool design to be utilized in the 2022 Olio Box Art Contest promotion. Artwork will be used as follows:
  - a. Olio box
  - b. Olio dab tools
  - c. Olio merchandise + accessories
2. Additionally, Contributor may be asked to provide additional services to support promotion, for which additional compensation will be provided.
  - a. Murals at locations TBD
  - b. Live painting session at Icelantic Winter on the Rocks
  - c. Live painting / promotion at company sponsored events during the period.

### Compensation