

# CUSTOM ARTWORK AGREEMENT



Unleash Your Inner Chef.

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Including, but not limited to, the etching of artwork, images, names, logos, trademarks, or trade names onto the body or lid of a "Dakota Grill", as manufactured by "Dakota Grills, LLC", hereafter referred to as DAKOTA GRILLS.

Whereas the business of DAKOTA GRILLS is to manufacture and sell electric barbecue grills, any works of art are for the customer's satisfaction and generally not for profit. As such, artworks provided to a customer, hereafter referred to as the COMMISSIONER, shall not cause DAKOTA GRILLS undue liability.

## **WARRANTIES AND REPRESENTATIONS OF DAKOTA GRILLS:**

DAKOTA GRILLS warrants it will faithfully produce artwork as requested by the COMMISSIONER, subject to its artistic interpretation and discretion. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **LIMITATION OF LIABILITY:**

The COMMISSIONER understands that results can vary, and agrees to accept the artwork AS IS, unless in gross error. Any and all remedies are at the discretion of DAKOTA GRILLS. IN ANY CASE, DAKOTA GRILLS LIABILITY SHALL NOT EXCEED THE GREATER OF THE AMOUNT CHARGED, IF ANY, FOR THE ARTWORK, OR THE REPLACEMENT OF THE PART CONTAINING THE ARTWORK.

## **WARRANTIES & REPRESENTATIONS OF THE COMMISSIONER:**

The COMMISSIONER warrants that they are authorized and entitled to use the artwork, image, name, logo, trademark, or trade name described below, and further warrants that any copy materials which they furnish to DAKOTA GRILLS is either their property or legal for use in such manner. In respect to such warranty, the COMMISSIONER agrees that they will indemnify and hold harmless DAKOTA GRILLS from and against any and all claims, demands, suits, damages, causes of action, or liabilities and will pay all reasonable expenses incurred in the defense thereof, which may result if this warranty is incorrect or false.

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DESCRIPTION OF ARTWORK:  
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\_\_\_\_\_  
COMMISSIONER (print)

\_\_\_\_\_  
COMMISSIONER (signature)

\_\_\_\_\_  
DATE