

## LICENSING CONTRACT TO MERCHANDISE IMAGES

This Agreement is entered into on \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as the “Grantee”, and Spectissa (Amelia Turner), hereinafter referred to as the “Artist”

Whereas, the Artist hereby represents that she has created an image or object that is her own original work of art or craft and it is not made from copyrighted material or patterns and said image is titled and is described as:

Title:

Description:

Whereas, the Grantee wishes to use the above described work in the creation of posters, stickers, shirts, jackets, any of which may be offered for sale by the Grantee; Whereas, the Grantee and the Artist want to achieve the best possible quality reproduction(s) of the image to create future sales of said image; Now therefore, in consideration of the mutual promises set forth below, as well as other valuable consideration, the parties agree as follows:

- 1) The Artist grants to the Grantee the exclusive right to use or reproduce the image for the following types of merchandise:
- 2) This grant permits the Grantee the exclusive right to manufacture, distribute, and sell the merchandise. Further, the artist grants to the Grantee the right to reproduce the image on the Grantee’s website and all other Grantee promotional materials.
- 3) The term of this contract is for 12 months, commencing upon both parties signing this contract.
- 4) During the term of the contract, the Artist agrees that he/she will not make or sell or distribute forms of the image that is the subject of this contract.
- 5) The Artist shall retain all copyrights in and to the image. The Grantee shall identify the Artist as the creator of the image on the licensed products and shall reproduce thereon, a copyright notice for the Artist which shall include the word “Copyright” or the symbol for copyright “©”, the Artist’s name, and the date and year of the first publication.
- 6) The artist understands that all profits from the sale of the Artist’s merchandise will benefit the Grantee

7) If Agreement is made regarding a previous commission, no edits will be made to the design. If changes are required, the Grantee must submit a separate order. No edits are included in the licensing fee.

8) The Artist shall have the right to approve of the quality of the reproduction of the image on the licensed products and the Artist agrees not to withhold approval unreasonably.

9) The Grantee will sell the licensed products \_\_\_\_\_; however, the Grantee will not be the Artist's agent or promoter.

10) The Artist shall indemnify and hold the Grantee harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against the Grantee, arising out of any alleged use of the image which violates or breaches a third party's property rights.

11) Neither party shall assign rights or obligations under this agreement.

12) Nothing herein shall be construed to create a joint venture between the parties, nor shall any similar relationship be deemed to exist between them.

13) This agreement shall be construed in accordance with the laws of the State of Georgia, except for copyright law, which shall be interpreted in accordance with national and international copyright law.

14) This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended or changed in any way except upon a written agreement signed by both parties.

15) This Agreement may be terminated by either party providing 30 days written notice to the other party. This Agreement shall terminate automatically on \_\_\_\_\_. If this Agreement is terminated, no Licensed Products may be sold or distributed or any Promotional or Packaging Material used without the prior express approval of the Artist. Licensing Fee will not be reimbursed in the case of termination by either party.

16) This Agreement does not create a partnership or joint venture between the parties and the Grantee shall have no power to obligate or bind the Artist in any manner whatsoever.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_