

Sample Licensing Agreement

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Agreement Between Laura C. George and The Awesomest Company, Inc.

This art licensing agreement (the “Agreement”) is entered into as of May 10th, 2016 (the “Effective Date”) between Laura C. George (“Artist”) located at 4 Art Lane, Raleigh, North Carolina and The Awesomest Company, Inc. (“Client”) located at 6 Art Place, Raleigh, North Carolina. All references to the Client in this Agreement shall include Client’s parent companies, affiliates, and subsidiaries.

WHEREAS, the Client requests the Artist to perform services for it and may request the Artist to perform other services in the future; and

WHEREAS, the Client and the Artist desire to enter into an Agreement, which will define respective rights and duties as to all services to be performed,

WHEREAS, the Artist affirms that she understands all of the provisions contained in this Agreement, and in the case that she requires clarification as to one or more of the provisions contain herein, she has requested clarification or otherwise sought legal guidance.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

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Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth in this section.

The “**Agreement**” means the entire content of this document, together with any accompanying appendices, duplicates, copies, exhibits, schedules, or attachments hereto.

The “**Images**” means any and all materials, artwork, sketches, visual designs, visual elements, graphic designs, illustrations, photography, writings, concepts, and any other creative content provided and/or developed by the Artist for use by the Client as part of the Licensed Articles.

The “**Intellectual Property**” means any and all patents, copyrights, trade secrets and trademarks, and registration of, applications to apply for, and priority rights based on, the foregoing, owned or controlled by the Artist at the time of the Effective Date related to the Designs that are necessary or useful for the development, manufacture, use, or commercialization of the Licensed Articles.

The “**Licensed Articles**” means any and all works, goods, services, or other work products developed by, or commissioned by, the Client, under this Agreement and potentially incorporating and/or utilizing the Images and/or the Intellectual Property.

Scope. The Artist hereby grants to the Client a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the Images and the Intellectual Property provided by the Artist as it sees fit, including, but not limited to, make, have made, use, offer for sale, and sell Products. All Licensed Articles shall include the Artist’s legible signature on each Licensed Article and packaging in black ink.

Nothing in this Agreement shall be construed (expressly or by implication) as granting or conveying to the Client, or as otherwise creating, any licenses or other rights or interests in or to any Intellectual Property and/or Images owned or controlled by the Artist other than the specific licenses to the Intellectual Property and Images that are expressly granted under this Agreement.

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The Artist agrees that to the extent any of the Intellectual Property and/or the Images are used as part of the Licensed Articles, such Licensed Articles shall, to the extent permitted by law, be a “work made for hire” within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the exclusive property of the Client.

Rights. All Intellectual Property and/or Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of the Artist. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Images only for the agreed upon terms as set forth in the Agreement and signed by both parties. Images used for any purpose, not directly related, outside of these terms, must be with the express permission of the Artist and may include the payment of additional fees. The Artist shall have the right to grant further licenses to third parties with respect to such retained rights.

In the event the Artist decides not to pursue, or to abandon or otherwise cease to maintain, any part of her Intellectual Property and/or the Images in any country or countries (“Abandoned IP”), she will notify the Client within twenty-four (24) hours. Upon receipt of such notice, the Client shall have the option, exercisable by providing written notice to the Artist within thirty (30) days, to purchase the Abandoned IP.

Relationship of the Parties. The parties agree that the Artist is an independent contractor, and that neither the Artist, nor the Artist’s employees or contract personnel are, or shall be deemed to be, employees of the Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. The Artist and the Images or any other deliverables prepared by the Artist shall not be deemed a work for hire as defined under Copyright Law.

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Creation. The manner and method of creating any Image is solely at the discretion of the Artist and the Client has no right to control the Artist's manner and method of performance under this Agreement. The Artist will use her best efforts to: (a) ensure that the Images conform to the Client's specifications; and (b) submit all Images to the Client in publishable quality, on or before the applicable deadlines.

Delivery. The Artist may select delivery of the Images in JPEG, TIFF, PNG, or other standard format at a resolution of 300 dpi. It is the Client's responsibility to verify that if the Images are suitable for reproduction and that if the Images are not deemed suitable to notify the Artist within five (5) business days. The Artist's sole obligation will be to replace the Images at a suitable resolution but in no event will the Artist be liable for poor reproduction quality, delays, or consequential damages.

Unless otherwise specifically provided, the Artist is not responsible to provide images (a) larger than 12" x 14" at 300 dpi or (b) in a format higher than 8-bit or in RAW format. The Artist has no obligation to retain or archive any Images delivered to the Client.

Compensation. The Artist shall receive, as complete compensation for the license set out in this Agreement, a percentage of twenty percent (20%) of all sales made by the Client of Licensed Articles incorporating and/or utilizing the specific Images and/or Intellectual Property of the Artist. Compensation shall be paid by the Client on a monthly basis. The Artist shall receive no compensation for the sale of Licensed Articles which do not incorporate and/or utilize the Images and/or Intellectual Property of the Artist.

Cancellation. If the Client cancels this Agreement prior to (a) stated delivery date; or (b) within one (1) month of this agreement, the Client will pay any expensive incurred and a twenty-five (25)% cancellation fee.

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No Exclusivity. This agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services of the same or similar nature to those provided by the Artist. The Artist shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by the Artist. However, the Artist agrees not to license “Title of Artwork I” and “Title of Artwork II” to any other companies producing canvas wall art for sale in North America for the duration of the Agreement.

Transfer and Assignment. Client may not assign or transfer this Agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties.

Indemnification. The Client will indemnify, hold harmless, and defend the Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Images or materials furnished by the Client. It is the Client’s responsibility to obtain the necessary model or property releases and ensure they are in full effect.

General Law/Arbitration. This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between the parties. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of North Carolina. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in Wake County, North Carolina, and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

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Confidential Information. The Client and the Artist understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets and any other information that the receiving party reasonably should know is confidential (“Confidential Information”). Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (a) at the time of disclosure or thereafter is lawfully obtained from publically available sources (other than as a result of a disclosure by the receiving party or its representatives); (b) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (c) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party, except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, agents, and representatives on a need-to-know basis, or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this Section, the receiving party shall promptly notify the disclosing party of such pending disclosure.

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Approval of Product. The Artist requires that three (3) Samples of each Licensed Article will be provided to her at no cost and that the Licensed Articles will not be made commercially available until her approval is given in writing. The Client requires that the Artist give approval or disapproval within fifteen (15) days of receipt of the Samples.

Duration and Severability. If one or more of the provisions in the Agreement is found invalid, illegal, or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

The Client and the Artist both retain the right to sever this Agreement in its entirety with thirty (30) days written notice to the other party if (a) the Licensed Articles are not sold in commercially sufficient amounts, (b) the Client is being sold to new owners, (c) the Artist has not been paid in accordance with this Agreement, (d) either party suffers a public controversy causing them to be seen in poor light, or (e) either party breaches the contract in any way.

This Agreement shall take effect immediately, and shall remain in full force and effect for the period of one (1) year, or until terminated pursuant to this Agreement. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

Waiver. No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

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Representations and Warranties. The Artist represents and warrants that she is fully authorized and empowered to enter into this Agreement and that her performance of the obligations under this Agreement will not violate any agreement between the Artist and any other person, firm, or organization or any law or governmental regulation.

The Artist represents and warrants that the Images and Intellectual Property do not infringe on or violate the legal rights of any third party. The Artist represents and warrants that she is more than eighteen (18) years of age and not otherwise incapacitated at the time of this Agreement. The Artist represents and warrants that the Artist has complied with all applicable laws in the manufacture, and/or obtaining of, the Images and Intellectual Property.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

Licensor: _____

Date: _____

Licensee: _____

Date: _____