

Definitions

LLC: The Licensee, hereinafter “The Company”
Artist/Designer submitting art for printing and retail: The Licensor, hereinafter “The Partner”
The design or artwork submitted by the Licensor: “The Image”
This Agreement: “The Agreement”

Non-Exclusivity

The Partner retains full intellectual property rights to The Image, including the right to license The Image to other entities, or to use The Image for their own personal use or business.

License Terms

Until this agreement is terminated by The Partner or The Company, The Partner grants the right to The Company to print The Image on merchandise meant for public display and sale. No alterations or additions to The Image, beyond those required for print compatibility, shall be made by The Company without written consent by The Partner.

Design Modification Requests

If The Company wants to modify The Image, written consent including a digital proof of the requested modification, must be obtained by The Company from The Partner before merchandise using the modified Image can be sold.

Royalty Terms

The Company shall determine what merchandise will be produced bearing The Image, and The Company shall be responsible for all costs associated with production.

The Company shall determine the retail price of all merchandise bearing the image.

The Company shall receive % of gross revenue from all sales of this merchandise.

The Partner shall receive % of gross revenue from all sales of this merchandise.

From time to time, The Company may discount the retail price of merchandise, at The Company’s discretion, as part of any sales and marketing promotions. Although such a discount will result in a lower retail price, the revenue-sharing percentages of the two parties shall remain the same. (The Company shall continue to earn % of the discounted retail price, and The Partner shall continue to receive % of the discounted retail price).

Payment Terms

Payments will be made within 30 days of the end of the Quarter in which the sale occurred. However, The Company will make reasonable efforts to remit payment as soon as possible following the sale.

Marketing

The Company may use The Image for marketing purposes, including, but not limited to email, posters, etc. without consent from The Partner.

Sales Effort

The Company agrees to make reasonable efforts to sell merchandise bearing The Image. If, despite reasonable efforts on the part of the Company, merchandise bearing The Image does not sell, The Company may temporarily or permanently halt efforts to sell merchandise bearing The Image.

Termination of License Agreement

This Agreement will continue until it is terminated at the request of either party. The requesting party shall give 30 days notice to the other party prior to termination. The Company will make reasonable efforts to liquidate any unsold merchandise bearing The Image. After termination of The Agreement, any unsold merchandise bearing The Image becomes sole property of The Company. The Company may arrange the sale of remaining merchandise to The Partner following termination of The Agreement

1) Licensee name
2) Licensor name
3) Licensor image title
4) Image ID
5) Partner ID

6) The image:

By signing, I agree to all terms and conditions of The Agreement

7) Licensee Signature	8) Licensor Signature
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