

ARTIST LICENSING AGREEMENT

This Artist Licensing Agreement (the “AGREEMENT”) is entered into effective this date, 00/00/0000 between Anne Zabinski (“ARTIST”) and [CLIENT NAME] (“CLIENT”). All references to the Client in this Agreement shall include Client’s parent companies, affiliates, and subsidiaries.

Scope of this Agreement: This Agreement applies to any image, graphics, digital assets, or digital images created or taken by Artist and delivered to the Client (collectively known as “IMAGES”). This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to in writing.

General Overview:

- All rights belong to Artist, Client can not claim ownership nor sell Images.
- The \$10.25 fee is good for up to 1 use of Images.
- A use is definite by a purpose for a single project, not the duplication of said project
 - Ex. Image is used for the background of an advertisement. That is 1 usage.
There is no fee for every distribution of that ad.
- Images can only be used for Editorial or Advertisement purposes. Images can not be used as prints or conflict with any of the RedBubble or FineArtAmerica catalog items.
- The \$10.25 fee must be paid upfront and will be held for 30 days until this agreement is signed and sent to Artist.
- Images will be delivered upon the signed return of this agreement.
- If this Agreement is not signed and sent to Artist within the 30 days, the \$10.25 fee will be ineligible for a refund. It will be kept by the Artist as a late fee known as (“LATE FEE”)
- If Client contacts the Artist within 2 days of purchasing Image(s) and requests to cancel the purchase, the full \$10.25 will be refunded to the Client.
- The purchase of Image(s) are non exclusive: Artist can use and/or sell Image to others and Client can purchase other Image(s) from other artists.
- The details of each digital Image are in the description on the Artists website (artbyarz.com). No other sizes, resolutions, or other details of the Images are available and can not be requested.

Rights: All 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 Client Invoice and signed by both parties. Images used for any purpose not directly related outside of those terms must be with the express permission of the Artist and may include the payment of additional fees unless otherwise agreed to in writing. Images may contain copyright management information (CMI) at the discretion of the Artist in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes a violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Artist for any penalties and awards available under that statute.

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

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

Delivery: Artist may select delivery of photographs in JPEG, TIFF, PNG, or other standard formats, at a resolution that Artist determines will be suitable for the Images as licensed. It is the Client's responsibility to verify that the Images are suitable for reproduction. There will be no refund for the client unless it's requested with 2 days or purchase. Artist has no obligation to retain or archive any Images delivered to Client.

Fees: Each Image is set at \$10.25 and is usable for up to 1 use per that fee. The cost of each Image under this agreement is required before the delivery of the images. The price of the images will be held until this agreement is signed and sent back to the Artist. Unless Client notifies the Artist of a cancellation 2 days after the purchase of Images, the \$10.25 will be kept by Artist. If Client notifies Artist 2 or more days after the purchase the \$10.25 is not eligible for refund, all rights are revoked, and an additional cancellation fee is required. Outside these conditions, the \$10.25 is required irrespective of whether Client makes actual use of the Images. In the event that rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within ten (10) days. Client shall provide Artist with a written (or emailed) statement that all images have been removed and destroyed.

Cancellation: The cancellation fee is designated by the Artist at \$5. If Client cancels this Agreement after two days or more after purchase, Client will pay any expenses incurred and the \$5 cancellation fee. If Client cancels this Agreement up to 2 days after purchase, then the price of the Images will be refunded and no cancellation fee will be added.

No Exclusivity: This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Artist.

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. However, the invoice may reflect, and Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

Indemnification: Client will indemnify and defend 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 Client. It is the Client's responsibility to obtain the necessary model or property releases to ensure they are in full effect and in force.

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 Illinois. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in Kane County, Illinois, 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.

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.

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. IN WITNESS WHEREOF, the parties have caused this Artist Licensing Agreement to be duly executed as of the dates written below.

[Client Name]

Name: _____

Title: _____

Date: _____

Anne Zabinski

Name: _____

Date: _____

Document courtesy of the Art Law Journal

