



making life better for artists

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Licensing Contract to Merchandise Images

DISCLAIMER: This sample contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery, or venue. When entering into an agreement with any institution for short- or long-term work, a lawyer or attorney skilled in legal practices pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

Date of the Agreement (include day, month and year):

This agreement is between _____ (the Artist) and _____ (the Licensee)

An example would be:

AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____ (city and state, country if necessary), and _____ (hereinafter referred to as the "Licensee"), located at _____ (city and state, country if necessary), with respect to the use of a certain image created by the Artist (hereinafter referred to as the "Image") for manufactured products (hereinafter referred to as the "Licensed Products").

Grant of Merchandising Rights:

The Artist grants _____ an exclusive / _____ non-exclusive right to use the Image described below:

The title of the Image:

Description of the Image:

Year of Creation:

Medium:

Size:

Framing or Mounting information:

Location of Signature:

Work Dated:

Editions

Is the work a limited edition:

What is the method of production:

What is the size of the edition:

How many multiples are signed:

How many are unsigned:

How many are numbered:

How many are unnumbered?

How many proofs exist:

The quantity of any prior editions (of the same image):

Has the master image been canceled or destroyed:

The Image listed above was created and is owned by the artist:

The Image will be used for the following purposes:

The license for the Image will exist from _____ to _____ after which time the Licensee will have no licensing rights to the Image:

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Copyright

The Artist owns the copyright of the Image.

The Image must be accompanied by the following copyright symbols/artist name/ logos when appearing in any printed or digital form:

Advance and Royalties

The Artist will receive an advance payment of _____ by the following date:

The Artist will receive a percentage of royalties of the net sales in the following manner:

The payment plan for those royalties is as such:

Inspection of Books and Records

The Licensee shall maintain accurate books and documentation with respect to all transactions entered into with regards to the Artist's work.

Upon written request, the Licensee shall permit the Artist or the Artist's authorized representative to examine the books or records concerning sales of the Licensed Product(s).

Samples

The Licensee shall provide the Artist with samples of the finished product in the following manner and quantities:

The Artist shall be able to purchase the finished product at the manufacturer's cost.

Quality of Reproduction

The Artist shall retain the right to approve the quality of the reproduction, and not withhold approval unreasonably.

Promotion

The Licensee will promote and distribute the product in the following ways and formats:

Reservation of Rights

All rights not specifically transferred by this agreement are reserved to the Artist.

Indemnification

The Licensee shall hold the Artist harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against the Artist arising out of the use of the Image for the Licensed Product(s).

Assignment

Neither party shall assign rights or obligations under this agreement, except that the Artist may assign the right to receive money due hereunder.

Nature of Contract

Nothing herein shall be construed to constitute the parties hereto joint ventures, nor shall any similar relationship be deemed to exist between them.

Modification of Contract

All modifications of this agreement must be in writing and signed by both parties. This agreement constitutes the entire un-derstanding between the parties hereto.

Signing

Signed by _____ (Artist)

On _____ (date)

and _____ (Distributor)

On _____ (date)

Licensee Address: