

**LICENSING CONTRACT TO MERCHANDISE IMAGES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Whitewater Arts Alliance, Inc., a non-profit corporation located at 402 Main Street, Whitewater, Wisconsin

and \_\_\_\_\_ (artist's name)

\_\_\_\_\_ (address)

\_\_\_\_\_ (city, state, zip)

\_\_\_\_\_ (phone) \_\_\_\_\_ (email)

WHEREAS, \_\_\_\_\_ (artist's name), hereby represents that he/she has created images or objects that are his/her own original work of art or craft and are not made from copyrighted material and said image is titled

Title #1 \_\_\_\_\_ Medium \_\_\_\_\_ Price \_\_\_\_\_

Title #2 \_\_\_\_\_ Medium \_\_\_\_\_ Price \_\_\_\_\_

Title #3 \_\_\_\_\_ Medium \_\_\_\_\_ Price \_\_\_\_\_

Title #4 \_\_\_\_\_ Medium \_\_\_\_\_ Price \_\_\_\_\_

WHEREAS, the Whitewater Arts Alliance, Inc., hereinafter, WAA, wishes to use the above described work in the creation of notecards or postcards, both of which may be offered for sale by WAA;

WHEREAS, WAA and the artist, want to achieve the best possible quality reproduction(s) of the image to create future sales of said images;

NOW THEREFORE, in consideration of the mutual promises set forth below, as well as other valuable consideration, the parties agree as follows:

- 1) \_\_\_\_\_ (artist's name), grants to WAA, the exclusive right to use or reproduce the image for the following types of merchandise:

<u>Piece #1</u>	<u>Piece #2</u>	<u>Piece #3</u>	<u>Piece #4</u>
____ Notecards	____ Notecards	____ Notecards	____ Notecards
____ Postcards	____ Postcards	____ Postcards	____ Postcards

2) This grant permits WAA the exclusive right to manufacture, distribute, and sell the merchandise. Further, the artist grants to WAA, the right to reproduce the image on the WAA website.

3) The term of this contract is for one calendar year, commencing upon both parties signing this contract.

4) During the contract year, the artist agrees that he/she will not make or sell or distribute notecards or postcards of the image that is the subject of this contract.

5) The artist shall retain all copyrights in and to the image. The WAA 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 WAA and the Whitewater Cultural Arts Center.

7) The WAA shall give to the artist, at no cost to the artist, 24 notecards of the licensed products, for the artist's personal use.

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) WAA will sell the licensed products in the Whitewater Cultural Arts Center; however, WAA will not be the artist's agent or promoter.

10) The artist shall indemnify and hold WAA harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against WAA, 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 Wisconsin, 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.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Artist's signature

\_\_\_\_\_  
Authorized Signatory of  
Whitewater Arts Alliance, Inc.

I can provide a digital image of my art/craft piece(s)    \_\_\_ #1    \_\_\_ #2    \_\_\_ #3    \_\_\_ #4

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