

Licensing Contract to Merchandise Images

AGREEMENT, entered into as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Photographer"), located at _____ and _____ (hereinafter referred to as the "Licensee"), located at _____

with respect to the use of a certain image created by the Photographer (hereinafter referred to as the "Image") for manufactured products (hereinafter referred to as the "Licensed Products").

WHEREAS, the Photographer is a professional photographer of good standing; and

WHEREAS, the Photographer has created the Image which the Photographer wishes to license for purposes of manufacture and sale; and

WHEREAS, the Licensee wishes to use the Image to create a certain product or products for manufacture and sale; and

WHEREAS, both parties want to achieve the best possible quality to generate maximum sales;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. **Grant of Merchandising Rights.** The Photographer grants to the Licensee the exclusive nonexclusive right to use the Image, titled _____ and described as _____, which was created and is owned by the Photographer, as or as part of the following type(s) of merchandise: _____ for _____ manufacture, distribution, and sale by the Licensee in the following geographical area: _____ and for the following period of time: _____.
2. **Ownership of Copyright.** The Photographer shall retain all copyrights in and to the Image. The Licensee shall identify the Photographer as the creator of the Image on the Licensed Products and shall reproduce thereon a copyright notice for the Photographer which shall include the word "Copyright" or the symbol for copyright, the Photographer's name, and the year date of first publication.
3. **Advance and Royalties.** Licensee agrees to pay Photographer a nonrefundable advance in the amount of \$ _____ upon signing this Agreement, which advance shall be recouped from first royalties due hereunder. Licensee further agrees to pay Photographer a royalty of _____ (_____ %) percent of the net sales of the Licensed Products. "Net Sales" as used herein shall mean sales to customers less prepaid freight and credits for lawful and customary volume rebates, actual returns, and allowances. Royalties shall be deemed to accrue when the Licensed Products are sold, shipped, or invoiced, whichever first occurs.
4. **Payments and Statements of Account.** Royalty payments shall be paid monthly on the first day of each month commencing _____, 20____, and Licensee shall with each payment furnish Photographer with a monthly statement of account showing the kinds and quantities of all Licensed Products sold, the prices received therefor, and all deductions for freight, volume rebates, returns, and allowances. The Photographer shall have the right to terminate this Agreement upon thirty (30) days' notice if Licensee fails to make any payment required of it and does not cure this default within said thirty (30) days, whereupon all rights granted herein shall revert immediately to the Photographer.

- 5. Inspection of Books and Records.** Photographer shall have the right to inspect Licensee's books and records concerning sales of the Licensed Products upon prior written notice.
- 6. Samples.** Licensee shall give the Photographer _____ samples of the Licensed Products for the Photographer's personal use. The Photographer shall have the right to purchase additional samples of the Licensed Products at the Licensee's manufacturing cost.
- 7. Quality of Reproductions.** The Photographer shall have the right to approve the quality of the reproduction of the Image on the Licensed Products, and the Photographer agrees not to withhold approval unreasonably.
- 8. Promotion.** Licensee shall use its best efforts to promote, distribute, and sell the Licensed Products.
- 9. Reservation of Rights.** All rights not specifically transferred by this Agreement are reserved to the Photographer.
- 10. Indemnification.** The Licensee shall hold the Photographer harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against the Photographer arising out of the use of the Image for the Licensed Products.
- 11. Assignment.** Neither party shall assign rights or obligations under this Agreement, except that the Photographer may assign the right to receive money due hereunder.
- 12. Nature of Contract.** Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.
- 13. Governing Law.** This Agreement shall be construed in accordance with the laws of _____; Licensee consents to the jurisdiction of the courts of _____.
- 14. Addresses.** All notices, demands, payments, royalty payments, and statements shall be sent to the Photographer at the following address _____ and to the Licensee at _____.
- 15. Modifications in Writing.** This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Photographer _____

Licensee _____
Company Name

By _____
Authorized Signatory, Title