

*All section of this agreement marked in red, are variables that should be changed to accommodate your business. This sample agreement is for general use and so, may not be appropriate for every situation. Please read it carefully and make changes as necessary, as not all sections may apply to your particular business. You may want to have an attorney review this Agreement before actual use. See the Art Law Journal's [Terms and Conditions](#) and [Disclaimer](#) for more information on our policies regarding sample documents.*

## ARTIST LICENSING AGREEMENT

This Artist Licensing Agreement (the "AGREEMENT") is entered into effective this date, [DATE] between [ARTIST NAME] ("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.

**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 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 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 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 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 format, 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 and that if the Images are not deemed suitable, to notify the Artist with **five (5)** business days. Artist's sole obligation will be to replace the Images at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays, or consequential damages.

Unless otherwise specifically provided, Artist is not responsible to provide images 1) larger than **8"x10" at 300 dpi** or 2) in a format higher than **8-bit or in RAW** format. Artist has no obligation to retain or archive any Images delivered to Client.

**Fees:** All fees and expenses payable under this agreement are required no later than **ten (10)** business days from the delivery of the Images and payable irrespective of whether Client makes actual use of the Images. If full payment has not been received within **thirty (30)** days all rights are revoked at Artist's discretion. In the event 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 written statement that all images have been removed and destroyed.

**Cancellation:** If Client cancellation of this Agreement prior to 1) Stated delivery date on the Client Invoice or 2) within **one (1)** month of this agreement, Client will pay any expenses incurred and a **twenty-five (25)%** cancellation fee. For Client cancellation within **two (2)** days of the delivery date, Client is responsible for 100% of the fee and any expenses incurred.

**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 are ensure they are 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 **[STATE]**. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in

[COUNTY] [STATE], 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]

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

[Artist Name]

By: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_