AGREEMENT OF LICENSE TO USE WEBSITE ART

This Agreement of License to Use Website Art (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Website Owner"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [ARTIST NAME]** (the "Artist"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

1. Website Owner is the owner and operator of a certain website accessible through the World Wide Web at the following URL: [ADDRESS].
2. Artist is the creator of certain original works of art described in Annexure “A” attached hereto and made a part hereof (the “Art”).
3. The artist represents and warrants that the Art is original works of authorship created solely by the Artist and that the Artist is the sole and exclusive copyright owner in and to said Art.
4. The Website Owner would like to use graphical depictions of the Art on the Website and would like to obtain a licence from the Artist that will allow the Website Owner to display graphical depictions of the Art on its Website.
5. The artist would like to grant such a license, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties, recognise this is legally binding, and agree as follows:

1. **GRANT OF LICENSE**
	1. Artist hereby grants to Website Owner a non-exclusive, worldwide licence to utilise the Art for display on the Website Owner’s Website. Website Owner shall be permitted to make graphical depictions of the Art, in suitable graphics file format for placement on the Website. Such graphical depictions may be displayed on the Website.
	2. Website Owner has no right to grant sublicenses of any kind with respect to the Art.
	3. Upon execution hereof, the Artist is delivering to Website Owner printed copies of such Art. Artist shall grant to Website Owner upon reasonable request, access to the original work of Art to help the Website Owner to create the graphical depictions for placement on the Website.
	4. Website Owner shall post a separate page on its Website which is clearly accessible by hypertext link from any page on which the Art appears on the Website, which includes a biographical sketch on Artist, a photograph of Artist (if desired by Artist), information on how to contact the Artist (if desired by the Artist), and a link to Artist’s Website (if available).
	5. Website Owner shall not be permitted to modify the Art except for conversion of the Art into a graphic format suitable for inclusion on the Website.
2. **ROYALTY PAYMENTS TO ARTIST**

In consideration of the licence of the Art granted hereunder, Website Owner shall make a one-time payment to the Artist in an amount equal to [AMOUNT] upon execution hereof.

1. **TERM AND TERMINATION**

3.1 The term of this licence shall be perpetual unless terminated pursuant to the terms hereof.

3.2 Artist may terminate this licence upon written notice to the Website Owner in the event that the Website Owner (i) breaches any provision hereof or uses the Art in a manner that is beyond the scope of use permitted in this Agreement, or (ii) files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or if a receiver is appointed over the Website Owner.

3.3 Website Owner shall have the right to terminate this Agreement, with or without cause, upon giving thirty (30) days advanced written notice to the Artist.

3.4 Upon any termination hereof, all rights licenced to the Website Owner as provided herein shall terminate, and the Website Owner shall remove all Art from display on the Website and all graphical depictions of the Art.

1. **REPRESENTATIONS AND WARRANTIES**

Artist makes the following representations and warranties to the Website Owner:

4.1 Artist is the sole and exclusive owner of the Art, and the Art is not subject to any claims by any other party.

4.2 Artist has the full right, power and authority to enter into this Agreement and to grant the licence to Website Owner as set forth herein.

4.3 Artist is the owner of the copyright in and to the Art, and to the best of the Artists knowledge and belief, the Art does not infringe upon the copyrights or other proprietary rights of any other party.

1. **PROPRIETARY RIGHTS**

5.1 Website owner acknowledges and agrees that the Artist maintains all exclusive rights in and to all proprietary rights relative to the Art, including but not limited to the copyright and all moral rights and other rights that may exist under any government law, subject only to the right of Website Owner to use the Art within the scope of this Agreement. Website Owner agrees that it shall not contest, dispute, or take any actions in contravention of the proprietary rights of the Artist in and to the Art and depictions thereof.

5.2 Artist shall have the right to obtain and apply for a copyright registration relative to the graphical depiction of the Art, to the extent separate copyright of such graphical depiction is available or necessary.

5.3 Artist is in agreement to indemnify, hold harmless and defend Website Owner from and against any and all claims that the Art infringes upon the proprietary rights of any other party.

5.4 Artist shall have the sole and exclusive right, in its discretion, to bring any claim, suit, threat or demand against any other party claiming infringement upon the proprietary rights of the Artist in and to the Art.

1. **MISCELLANEOUS PROVISIONS**

6.1 All notices should be sent via certified or registered mail, return receipt requested or delivered by reputable national overnight delivery service, to the parties at their respective addresses as set forth on the signature page of this Agreement. If either party would like to change their address for the purposes of this Agreement, they may do so by giving written notice.

6.2 This Agreement shall be governed by the laws of the [COUNTRY]. The parties agree that any legal action relative hereto shall be brought before the courts wherein both parties’ consent to the jurisdiction of such courts.

6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, estates, and administrators. No license assigning rights have been granted to the Website Owner.

6.4 The waiver of an instance of breach or default by either party shall not act as a modification of this Agreement nor shall it foreclose such party from claiming subsequent breaches or default based upon the same or different set of circumstances.

6.5 This Agreement contains the entire understanding of the parties relative to the subject matter hereof and supersedes and replaces all prior agreements and understandings between the parties.

6.6 This Agreement may only be modified by a written agreement duly executed by authorised representatives of each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

WEBSITE OWNER ARTIST

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE “A”**

**DESCRIPTION OF THE ART**