

## LICENSE TO MERCHANDISE IMAGE(S)

This License to Merchandise Image(s) ("Agreement"), dated \_\_\_\_\_ (*enter today's date*) ("Effective Date"), between \_\_\_\_\_ (*your name*), an individual, of \_\_\_\_\_ (*your address*) born on \_\_\_\_\_ (*your date of birth*) ("Artist") and TLC Greetings, Inc., a Missouri corporation located at 24 West Bridlespur Drive, Kansas City, Missouri 64114 ("TLC") (jointly, "Parties").

This Agreement provides for TLC's licensed use of the Artist's image or object ("Image") for the creation, promotion, and sale of customized greeting cards ("Merchandise").

The Artist, represents that he/she has created the Image is his/her own original work of art or craft, and it is not made from currently copyrighted material or patterns. Said Image is titled \_\_\_\_\_, and is described as (*Provide a brief description. If you have submitted more than 1 image, please complete an additional page with your name and address, title(s) and description(s) for each additional image.*):

TLC, represents that it wishes to use the above described work in the creation of customized greeting cards, which may be offered for sale by TLC;

Accordingly, the Parties agree as follows:

- 1) **License to Use the Image.** As of the Effective Date, Artist grants to TLC the license to use the Image(s) to produce the Merchandise in perpetuity. **Artist Initial** \_\_\_\_\_
- 2) **TLC's Right to Use the Image.** Artist, licenses to TLC, the right to use or reproduce the Image(s) solely for the purpose of creating Merchandise in perpetuity. The Artist retains the right the use the Image(s) for all other purposes without restrictions. **Artist Initial** \_\_\_\_\_
- 3) **TLC's Right to Make and Sell Merchandise.** This license permits TLC the right to manufacture, distribute, and sell Merchandise. Further, Artist grants to TLC, the right to reproduce the Image(s) on the TLC website and all other TLC promotional materials. **Artist Initial** \_\_\_\_\_
- 4) **Rights in the Image.** Artist shall retain all copyrights in and to the Image(s). TLC shall identify Artist as the creator of the Image(s) on Merchandise and shall identify Artist as creator by producing thereon Artist's first name, and Artist's date of birth. Artist shall have the right, at any time to file for copyright and other protections of the Image(s) as may be available with any governmental or quasi-governmental authority having jurisdiction. **Artist Initial** \_\_\_\_\_
- 5) **Compensation.** Artist understands that for the period of one calendar year starting on the date the Artist signs this Agreement, ten percent (10%) of the purchase price of the cards from the sale of the Artist's Merchandise will benefit the Artist, the remaining ninety percent (90%) will

benefit TLC. *For example: if a card using the Artist's Image(s) is sold by TLC for one dollar (\$1.00), the Artist will receive ten cents (\$0.10), and TLC will retain the remaining ninety cents (\$0.90) to cover business and promotion expenses.*

**Artist Initial**\_\_\_\_\_

6) **Continued Compensation Option.** The Artist will have the option, but not the obligation or right to continue to receive ten percent (10%) of the purchase price for Merchandise sold by TLC using the Image(s) by renewing this Agreement each calendar year. Should Artist fail to exercise this option, TLC shall continue to retain a license to use the Image in Merchandise in perpetuity.

**Artist Initial**\_\_\_\_\_

7) **TLC Will not Become the Artist's Agent or Promoter.** TLC will sell the licensed products through its website; however, TLC will not be Artist's agent or promoter.

**Artist Initial**\_\_\_\_\_

8) **Indemnification.** Artist shall indemnify and hold TLC harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against TLC, arising out of any alleged use of the Image(s) which violates or breaches a third party's property rights.

**Artist Initial**\_\_\_\_\_

9) **Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture between the Parties, nor shall any similar relationship be deemed to exist between them.

**Artist Initial**\_\_\_\_\_

10) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri, without regard to conflicts of law provisions thereof, except for copyright law, which shall be interpreted in accordance with national and international copyright law. The Parties hereby consent to the exclusive jurisdiction of the Federal courts or state courts located in Jackson County, Missouri.

**Artist Initial**\_\_\_\_\_

11) **The Complete Agreement.** This Agreement constitutes the entire agreement between the Parties and shall not be modified, amended or changed in any way except upon a written agreement signed by both Parties.

**Artist Initial**\_\_\_\_\_

12) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**Artist Initial**\_\_\_\_\_

13) **Captions.** Captions provided herein for Sections are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Section to which they refer.

**Artist Initial**\_\_\_\_\_

\_\_\_\_\_  
Artist/or Representative Signature/Date

\_\_\_\_\_  
TLC Inc. Staff Signature