

## LUCKY CARPENTER ART COMMERCIAL LICENSING AGREEMENT

This Artist Licensing Agreement (the “AGREEMENT”) is entered into effective upon the date of purchase, between [LUCKY CARPENTER] (“ARTIST”) and [BUYER] (“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 this agreement as agreed to upon purchase of images. 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 a 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 PDF format, or other standard formats at a resolution that Artist determines will be suitable for the Images as licensed. Artist will provide other formats of images upon request of the client. It is the Client's responsibility to verify that the

Images are in the right reproduction format. In no event will Artist be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided, Artist is not responsible for providing images 1) larger than 10"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.

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: Client agrees there is no refund for images delivered due to the nature of the images being in digital format.

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. Images may not be used on websites used for drop shipping or third party fulfillment. Images may not be sold on websites such as RedBubble, Spoonflower, Zazzle, or other similar websites. Images may not be resold as stand alone designs such as art prints, digital paper, etc. Images

shall not be digitized into embroidery files unless Artist gives permission. Additional fees may incur. Images shall not be shared, resold, or claimed as one's own. Images shall not be altered in any way (color change/design/layout) unless the Artist gives permission or does so herself.

**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 and 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 [MISSISSIPPI]. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in [SHARKEY COUNTY] [MISSISSIPPI], 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 UPON PURCHASE OF IMAGES VIA WEBSITE OR DIRECT, 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 date of purchase made complete.

LUCKY CARPENTER ART  
LUCKY CARPENTER  
info@luckycarpenterart.com