

Copyright License Agreement

This Copyright License Agreement (this "Agreement") is made effective as of Date: _____

between cCherie, LLC, of 51081 Milano Drive, Macomb, Michigan 48042 and

Name of Licensor/ Copyright Owner: _____

Full Address: _____

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Licensor", and the party who is receiving the right to use the licensed property will be referred to as "cCherie, LLC".

In the Agreement, Articles, Photographs, Artwork (2D, 3D), Drawings, Posters, Paintings, Graphic Designs, Logos, Advertisements, Blueprints, Catalogs, Charts, Labels, Models, Prints, Illustrations, Video, Blogs, Interviews, Research Papers, Tests, Cookbooks, How-to Books, Newsletters, Marketing Material, Autobiography, Memoirs, Book (Fiction/ Non-Fiction), Craft Book, Instructions, Manuscripts, Short Stories, Text Only, Text with Artwork, User Manuals, Poetry, Database, Spreadsheets, Animations, Commercials, Documentaries and Audiovisual Works submitted with this form will be referred to as "Work".

The parties agree as follows:

COPYRIGHT OWNERSHIP. Licensor certifies full sole ownership of Work. Licensor certifies for models, people or person likeness appearing, Licensor has a copy of the original records required pursuant to 18 U.S.C. section 2257 and 28 C.F.R. 75. Licensor certifies for locations appearing, Licensor has the release forms for locations. Licensor can provide copies for required records, documentation, agreements or release forms if requested by Licensee.

GRANT OF LICENSE. Licensor owns Articles, Photographs, Artwork (2D, 3D), Drawings, Posters, Paintings, Graphic Designs, Logos, Advertisements, Blueprints, Catalogs, Charts, Labels, Models, Prints, Illustrations, Video, Blogs, Interviews, Research Papers, Tests, Cookbooks, How-to Books, Newsletters, Marketing Material, Autobiography, Memoirs, Book (Fiction/ Non-Fiction), Craft Book, Instructions, Manuscripts, Short Stories, Text ("Work"). In accordance with this Agreement, Licensor grants cCherie, LLC a non-exclusive license to Use and/ or Sell as part of Literary Works, Visual Arts, Collective Works or Digital Content the Work. Licensor retains title and ownership of the Work. cCherie, LLC will own all rights to materials, products or other works (the Work) created by cCherie, LLC in connection with this license.

RIGHTS AND OBLIGATIONS. cCherie, LLC shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work in which the licensed property is used. cCherie, LLC shall be the sole owner of the Work and all proprietary rights in and to the Work; except, such ownership shall not include ownership of the copyright in and to the Work or any other rights to the Work not specifically granted in this Agreement.

COMPENSATION. cCherie, LLC will provide to Licensor as follows: Trade for prints - two copies of the final Work; more copies available for purchase at wholesale rate, along with credit for Work and Licensor name added to our Brands & Partners Index. cCherie, LLC will provide compensation within 30 days of Work being completed. No monetary compensation will be paid. If cCherie, LLC decides not to use the Work, Licensor will not receive compensation.

MODIFICATIONS. No prior written approval of Licensor is required. cCherie, LLC may modify or change the Work in any manner. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by the Terms of this Agreement.

DEFAULTS. Either Licensor or Licensee shall have the option to cancel this Agreement by providing a written notice within 5 days of signing Agreement. If notice is provided by electronic mail, a digital signature is required.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award rendered by the arbitrator shall be final and binding on the parties and may be enforced by a court of law.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties.

INDEMNIFICATION. Licensor shall indemnify and hold cCherie, LLC harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICE. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Michigan.

SIGNATORIES.

This Agreement is effective as of the date first above written and shall be signed on behalf of cCherie, LLC by Chanel Cherie Flowers and Licensor/ Copyright Owner: _____.

Licensor/ Copyright Owner: _____ Signature: _____

Licensee: cCherie, LLC