

Agreement to Use Artwork in Motion Picture

_____ ("Licensor") is the owner of rights for the artwork described below (the "Selection"). _____ ("Licensee") wants to acquire the right to use the Artwork as specified in this agreement (the "Agreement").

Use of the Artwork

The Artwork will appear in:

(choose one)

- motion picture
- television program
- music video
- other:
- entitled _____ (the "Picture").

Grant of Rights

Licensor grants to Licensee and Licensee's successors and assigns the nonexclusive worldwide right (but not the obligation) to include the Artwork in the Picture for the unlimited distribution, advertising, and promotion of the Picture in all languages and in all forms or devices now known or later devised. This use includes, but is not limited to, use of the Artwork in foreign language versions of the Picture, advertising, publicity or trailers of the Picture, and music videos derived from the Picture.

Limitations on Use

Licensee will use the Artwork in a manner that is consistent with the general practices of the television and motion picture industry. Licensee will not materially alter the Artwork or depict it in any manner that conflicts with the restrictions below, without the consent of Licensor.

Restrictions: _____

Fees

As full payment for all rights granted, Licensee shall pay Licensor a flat fee of \$_____. Payment shall be made upon execution of this agreement.

Credit

The Picture shall include the following credit for the Artwork: _____

Warranty & Release

Licensor warrants that it has the right to grant permission for use of the Artwork as specified above and that the Artwork does not infringe upon the rights of any third parties. Licensor waives any claims, known or unknown, arising out of Licensee's use of the Artwork. In the event that Licensee breaches this agreement, Licensor's relief shall be limited to damages and Licensor shall not be entitled to injunctive or equitable relief.

Miscellaneous

This Agreement may not be amended except in a written document signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of _____. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

Licensor

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

Licensee

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Tax ID # _____