

ARTIST LICENSING AGREEMENT

This Artist Licensing Agreement (the “AGREEMENT”) is entered into effective this date, (date added here) between ARTIST NAME (“ARTIST”) and EASYTATT (“CLIENT”).

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 the Client Invoice and signed by both parties. 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 designs in PDF, JPEG, PNG, or other standard formats at a resolution that Artist determines will be suitable for the Images as licensed. It is the Client’s responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the Artist within five (5) business days. Artist’s sole obligation will be to replace the Images at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays, or consequential damages.

Fees (advance payment): Client is required to pay Artist an upfront fee (to be agreed upon) no less than (10) business days from the delivery of the Images and payable irrespective of whether Client makes actual use of the Images. If full payment has not been received within thirty (30) days all rights are revoked at Artist's discretion. 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.

The advance fee will not be deducted from any future royalty payments. The purpose of the advance fee is to demonstrate Client's commitment to working with Artist. Since there is no guarantee that a license will generate any royalties at all, an advance is insurance that you'll be paid something in the event anything goes wrong.

Credit: Client agrees to recognize Artist as being the creator of the images by including Artist name and information (including their websites) within close proximity of the image/s.

Royalties: Artist will be paid a 15% royalty fee on every sale made of their artwork by the Client. To ensure that Artist is aware when sales of their work have been made, Client must provide Artist with the means of monitoring sales. Artist must appreciate that the system for monitoring sales may take up to 14 days from the commencement of this agreement to become available. Client must never sell any of Artist work until the monitoring software is available to the Artist. Upon availability of monitoring system, Client must instruct Artist on how to use it to view sales. At the time of this agreement, the Client's business will still in be its early stages of development. As a result, Artist must appreciate that it may take some time for sales to pick up (up to 12 months).

Duration: Upon signing this agreement parties will be bound by its terms for 12 months beginning Friday 24 June 2016 and ending Friday 24 June 2017. This agreement will automatically renew at the end of each term for a further term of 12 months unless either party gives the other written notice of termination.

Cancellation: If Client cancels this Agreement prior to 1) Stated delivery date on the Client Invoice or 2) within one (1) month of this agreement, Client will pay any expenses incurred and a cancellation fee of twenty-five (25)% of the upfront fee. For Client cancellation within two (2) days of the delivery date, Client is responsible for one-hundred (100)% of the fee and any expenses incurred. If Artist wishes to cancel the contract at any other time throughout the 12 months period he/she must give notice of termination (via letter) 1 month before they wish the contract to be terminated. If Artist terminates contract within the first 12 months Artist must return any funds received to Client. Artist will not be required to return funds if they terminate after the first 12 month term.

Exclusivity: This Agreement does not create an exclusive relationship between the parties. The client is free to engage others to perform services of the same or similar nature to those provided by Artist. Artist shall also be entitled to offer and provide services to others and solicit other clients. However, the exact designs provided to the client that is outlined in this document shall not be provided to another client who is in competition with the client outlined in this document.

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.

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 SOUTH AUSTRALIA. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in ADELAIDE, SOUTH AUSTRALIA, 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, 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 dates written below.

EASYTATT

By: _____ Name: _____

Title: _____ Date: _____

ARTIST NAME

By: _____ Name: _____

Date: _____