**LICENSING AGREEMENT**

This COPYRIGHT AND TRADEMARK LICENSING AGREEMENT is entered into this Insert Effective Date of Contract by and between the following parties:

|  |  |  |
| --- | --- | --- |
| Licensor | : | Insert Deck Creator Name |
|  |  | EIN or SSN: Insert EIN if business entity, SSN if individual |
|  |  | *Contact*: Insert Name |
|  |  |  |
| Licensee | : | Insert Indie Publisher Name |
|  |  | EIN or SSN: Insert EIN if business entity, SSN if individual |
|  |  | *Contact*: Insert Name |

RECITALS

WHEREAS, Licensor is the true and correct exclusive owner of certain a registered copyrighted work (hereinafter “Work”), a true and correct copy of the Work described in Exhibit A, attached hereto and integrated by reference,

WHEREAS, Licensor shall be granting licensing rights to the Work set forth in Schedule A, description of the copyrighted Work licensed to Licensee and Schedule B, description of the trademark that Licensor is granting Licensee rights to use, pursuant to the terms set forth herein, and

WHEREAS, Licensee is a print and art production business who wishes to use and sell the Work for the purposes and intents set forth in this Agreement.

AGREEMENT

NOW THEREFORE, the undersigned parties integrate the foregoing recitals into the binding body of this Agreement and hereby agree to be bound for good and valuable consideration as follows:

1. EXCLUSIVE GRANT TO PRODUCE A TAROT DECK. Licensor hereby grants an exclusive license to Licensee to use the Work to print and produce (describe specifications of what is being published by Licensee, using Licensor’s IP), for which Licensee shall hold the sole and exclusive right to for the Term of this Agreement. For the avoidance of doubt, Licensor shall retain rights in the Work to produce merchandising and art prints (“Licensor’s Products”), so long as Licensor’s Products do not directly compete with Licensee’s granted right to produce REFER BACK TO DESCRIPTION, E.G., “A TAROT DECK.”
2. TERM AND OPTION TO RENEW. The grant of the Work shall endure for a term of Three Years (“Term”), with an option to renew (“Option”), which must be exercised by Licensee in writing to Licensor 60 or more days prior to expiration of the Term.
3. PRICING AND CONSIDERATION. In consideration for the license, Licensee shall pay to Licensor Insert pricing terms here
4. TERRITORY. Licensee may use the Work pursuant to the Uses in the following geographical territories: World Rights.
5. CHANNELS. Licensee may market or put into the stream of commerce the Work pursuant to the Uses through and only through the following channels: Licensee’s website, Etsy, and any other channel as determined by Licensee (edit this as applicable).
6. DESIGN & MANUFACTURING APPROVAL. Licensee shall have sole creative, business, and operational control over the layout design and manufacturing of Licensor’s Work. However, Licensee shall exercise commercially practicable efforts to integrate Licensee’s input in the design and manufacture of the Work.
7. NON-COMPETITION. In consideration for this Agreement and inducement to Licensee to enter into this business relationship, Licensor agrees acknowledges, represents, and warrants that neither it nor any of its shareholders, directors, officers, agents, or associates, personally or through Licensor shall directly compete against Licensee anywhere in the world for the duration of this Agreement.
8. THIRD PARTY INFRINGEMENT CLAIMS. Licensor indemnifies and holds harmless Licensee for any and all claims, allegations, judgments, damages, injury, costs or awards arising from or sustained as a result of infringement claims attributed to Work.
9. REPRESENTATION & INDEMNIFICATION. Licensor represents and warrants to Licensee that the intellectual property of Work belongs to Licensor wholly and that Licensor has the right to license the intellectual property of Work to Licensee as hereby set forth. In the event there are any infringement claims against Licensee, Licensor shall fully indemnify and hold harmless Licensee, and protect Licensee against any such claims of alleged infringement.
10. TERMINATION. The Agreement shall terminate automatically upon the expiration of Term or in the event that the Option is exercised, after the extended Term pursuant to the Option, unless otherwise terminated pursuant to the terms below.
    1. **Licensor’s Right to Terminate**. If at any time Licensee is in material breach of this Agreement, Licensor agrees to provide Licensee 30 days’ notice to cure the breach. If Licensee fails to cure the breach, then Licensee may terminate this Agreement. The parties acknowledge the significant business and financial risk borne by Licensee and therefore there shall be no further termination rights of Licensor.
    2. **Licensee’s Right to Terminate**. At any time prior to the expiration of Term, Licensee reserves the right to terminate this Agreement with or without cause by sending written notice to Licensor of the termination.
11. CONFIDENTIALITY. In the event that a separate confidentiality or non-disclosure agreement has been executed by the undersigned parties, either prior to or subsequent to the execution of this Agreement, the terms of that separate confidentiality or non-disclosure agreement shall govern. If no separate confidentiality or non-disclosure agreement exists, then this covenant shall apply. All communications, written or oral, made between the parties during the course and scope of this Agreement shall be held in strictest confidence and may not be disclosed to any person or entity that is not a party to this agreement. The undersigned parties may disclose said confidential information to their shareholders, directors, officers, employees, associates, agents, or independent contractors of the corporate entities that the undersigned represent if and only if those parties have duly executed a general confidentiality agreement with the corporate entity. Otherwise, disclosure of confidential information arising from this Agreement to such parties shall be strictly prohibited. This confidentiality clause shall survive the term of this Agreement.
12. NO PARTNERSHIP OR AGENCY CREATED. There shall be no implicit creation of a partnership or agency between the parties. Neither party shall represent or hold itself out as an agent, legal representative, partner, subsidiary, joint venture, or employee of the other. Neither party shall have the right or power to bind or obligate the other, in any way, manner or thing whatsoever, nor represent that it has any right to do so.
13. SEVERABILITY. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.
15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed this \_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_\_\_ and year \_\_\_\_\_\_ in the City of \_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| LICENSOR | |  | LICENSEE | |
| X | |  | X | |
|  | |  |  | |
|  |  |  |  |  |
| Company: |  |  | Company: |  |
| Signor’s Name: |  |  | Signor’s Name: |  |

EXHIBIT A

“Work”

Schedule A

Description of the Copyrighted Work

Here, be sure to describe or provide images of the copyrighted Work that this licensing contract governs.

Schedule B

Description of the Trademark

This is the brand name or deck name that the creator is granting you a license to use, along with any signature logos, trade dress, etc.