



License Agreement for Copyrighted Artwork

THIS AGREEMENT is made this «Day» day of «Month» «Year» (“Effective Date”), by and between «Licensor» (“Licensor”) and Theatre Logos Agency (“Sublicensor,” and collectively, the “Parties”).

WHEREAS, Licensor is the copyright holder and owner of all proprietary interest in the artwork that is the subject of this Agreement (the “Artwork”);

AND WHEREAS, Licensor wishes to permit Sublicensor to sublicense the Artwork in the course of Sublicensor’s business, under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Definitions.

- a. “Artwork” shall mean the original copyrighted logo(s), illustration(s), and/or graphic(s), in hard copy or digital format, as indicated in Exhibit A.
- b. “Sublicensees” shall mean any theatrical producer or producing organization, including, without limitation, independent producers; production companies; for-profit and nonprofit professional theatres; community and amateur theatres; university and college theatres, and student groups; high school and other school theatres, and student groups; and such other like producers. “Sublicensees” shall not include Broadway, Off-Broadway, West End, or First Class commercial producers or producing organizations, or the international equivalents of First Class commercial producers or producing organizations outside the United States.

2. Grant of License.

- a. Licensor hereby grants to Sublicensor an exclusive, nontransferable license to sublicense the Artwork worldwide to Sublicensees, in connection with productions of the associated play(s), for promotional use in the following materials: posters; window cards; banners; flyers; postcards; brochures; newsletters; playbills; websites; print, online, and email ads; and such other printed and online materials as shall be determined at Sublicensor’s discretion to be in service of the promotion of productions, and to conform to the limited promotional intent of Sublicensor’s grant of publication rights to Sublicensees, pursuant to terms substantially identical to those in Exhibit B.
- b. Licensor shall remain the sole owner of the copyright in the Artwork. Sublicensor shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Sublicensor to make any claim to ownership of the copyright in the Artwork. Sublicensor may not make any other use of the Artwork other than those authorized herein without prior written approval from Licensor, including, without limitation, billboards, television and motion picture commercials, and materials intended for resale, license, or distribution for profit.

3. Credits.

- a. Licensor shall be entitled to a credit in no smaller than 6-point type in all materials in which full production credits are given. Ads, however, shall be exempt from this provision. The credit shall read substantially as follows:

Original artwork by «Licensor»

- b. Sublicensor shall use reasonable efforts to ensure compliance with the crediting provision above. However, failure of Sublicensees to properly credit Licensor shall not be considered a material breach of this Agreement.

4. Term and Termination.

- a. This Agreement shall begin on the Effective Date and shall continue in full force and effect for the life of the copyright in the Artwork, unless terminated pursuant to the terms of this Section 4.
- b. Both Licensor and Sublicensor shall be entitled to terminate this Agreement for any reason with 30 days' prior written notice, stating intent to terminate and intended date of termination.
- c. In the event that this Agreement is terminated pursuant to this Section 4, Sublicensor shall cease sublicensing the Artwork in the course of Sublicensor's business prior to or on the effective date of termination. All sublicenses issued prior to the effective date of termination, however, shall remain in full force and effect per the terms of the sublicense.
- d. Upon the effective date of termination, all rights and interest in the Artwork granted herein to Sublicensor shall revert to Licensor and shall be the sole property of Licensor. Sublicensor shall destroy all physical and digital copies of the Artwork in its possession.

5. Payments.

- a. Sublicensor shall pay to Licensor a royalty of 50% of the gross sales from each sublicense issued to Sublicensees.
- b. Sublicensor shall submit to Licensor written semi-annual royalty reports (the "Semi-Annual Reports") at the end of each semi-annual royalty period of the calendar year (June 30; December 31), stating the number of sublicenses issued for the then-ending royalty period and the corresponding amount owed to Licensor as royalty payments for that period (the "Semi-Annual Royalty Payment"). Semi-Annual Reports must be received by Licensor no more than 30 days after the end of each royalty period. Payment of each Semi-Annual Royalty Payment must be made to Licensor in full within 30 days of the end of each royalty period. In the event that no sublicenses are issued for the Artwork during a royalty period, Sublicensor shall be exempt from the obligation to provide a Semi-Annual Report for any such period.
- c. Licensor shall be given access to Sublicensor's records with respect to the Artwork, wherever and whenever mutually convenient, in order to audit Sublicensor's stated licensing records and to confirm that all royalty payments are properly stated and accounted for. If it is determined that any royalty payment has been deficient, Sublicensor shall have 10 business days to pay Licensor the deficient amount. Failure to pay deficient royalty amounts within the time allotted above shall be considered a material breach of this Agreement.
- d. In the event that this Agreement is terminated pursuant to the terms and conditions in Section 4 above, Sublicensor shall remain obligated to pay to Licensor any royalties due to Licensor for each sublicense issued, whether those sublicenses were issued before or after the termination of this Agreement.

6. Licensor's Representations and Warranties.

- a. Licensor represents and warrants that it is the sole and exclusive owner of the copyright in the Artwork and owns all right, title, and interest in the Artwork.
- b. Licensor represents and warrants that it has the legal authority to grant Sublicensor the license and that no other person or entity is required to give consent for the license to be valid.
- c. Licensor represents and warrants that Licensor has not licensed the sublicensing rights for the Artwork as set forth in Section 2 to any person or entity other than Sublicensor, nor will it license the Artwork as set forth in Section 2 to any person or entity other than Sublicensor for the duration of this Agreement.

7. Indemnification. Licensor agrees to indemnify, defend, and hold harmless Sublicensor for any claims, suits, damages, actions, or other costs arising out of any breach of Licensor's warranties as set forth in Section 6 above.

8. Assignment. Sublicensor may not assign its rights, duties, or obligations under this Agreement without the prior written approval of Licensor. Sublicensor may, however, assign this Agreement without Licensor's prior written approval if such transfer is to a purchaser of all or substantially all of Sublicensor's assets, or to a purchaser or other transferee of a controlling equity interest in Sublicensor. Licensor shall have the right to transfer its interest in this Agreement and in the Artwork without the consent of Sublicensor. Licensor must notify Sublicensor in writing in

the event that Licensor assigns all or a material part of this Agreement (the "Licensor's Notice of Assignment"). The Licensor's Notice of Assignment must be sent to Sublicensor within 30 days of such assignment.

- 9. **Governing Law and Forum.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles. The courts of the city of New York, including the U.S. District Court for the Southern District of New York, shall have exclusive jurisdiction over any claims, motions, or disputes arising from or relating to this Agreement, including validity, enforceability, or existence thereof.
- 10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. From time to time, at the mutual agreement of the Parties, Exhibit A may be amended to include additional Artwork, which shall be considered subject to this Agreement.
- 11. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 12. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing by email, fax, or mailed certified return receipt requested, postage prepaid, addressed as follows:

If to Licensor:

«Licensor»
 «Address1»
 «Address2»
 «CityStateZip»
 «Country»

If to Sublicensor:

Theatre Logos Agency
 414 W. 121st St., #49
 New York, NY 10027

- 13. **Headings.** The headings for each section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- 14. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensor and Sublicensor and supersedes any prior understanding or representation of any kind preceding the Effective Date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Effective Date.

LICENSOR

SUBLICENSOR

Signature

Signature

Print Name

Print Name

Title

Title

EXHIBIT A

1. Artwork for «PlayTitle»

EXHIBIT B**SAMPLE THEATRE LOGOS AGENCY SUBLICENSE**

This license shall be valid for independent producers; production companies; for-profit and nonprofit professional theatres; community and amateur theatres; university and college theatres, and student groups; high school and other school theatres, and student groups; and such other like producers. This license shall not be valid for Broadway, Off-Broadway, West End, or First Class commercial producers or producing organizations, or the international equivalents of First Class commercial producers or producing organizations outside the United States.

Grant of License. The nonexclusive, nontransferable publication rights to the artwork for [TITLE] are hereby granted to [SUBLICENSEE] for a period not to exceed 18 months prior to the opening date of the [THEATRE NAME] [PROFESSIONAL OR AMATEUR] production. Use of the artwork must cease following the closing date of the production on [CLOSING DATE], with the exception of uses intended for historical or archival purposes, as, for example, on a website past productions page or in a mailing that highlights past productions. The granting of this license is contingent upon payment of the licensing fee and is subject to the following conditions:

Permitted Uses. Permitted uses of the artwork include the following promotional materials: posters; window cards; banners; flyers; postcards; brochures; newsletters; playbills; websites; print, online, and email ads. Publication of the artwork may not exceed a total of [1,000 PRINTED/2,000 DIGITAL OR 2,500 PRINTED/5,000 DIGITAL OR 5,000 PRINTED/10,000 DIGITAL] uses. Third-party print and online ads are exempt from this limitation. Rights to all uses not expressly authorized herein are reserved by the copyright owner, including, without limitation, rights to use the artwork in billboards, television and motion picture commercials, and in materials intended for resale, license, or distribution for profit. Any use of the artwork not expressly authorized by the terms of this license shall constitute a breach of this agreement and infringement of the copyright.

Alteration. The artwork may not be altered or defaced in any way, except as is necessary to incorporate information and details relevant to the production.

Credits. In all materials in which full production credits are given, the following credit must appear in no smaller than 6-point type. This requirement does not apply to ads, which are exempt from this provision.

Original artwork by [LICENSOR]
Used by arrangement with TheatreLogos.com

Indemnification. You agree to indemnify and hold Theatre Logos Agency and the owner of the artwork harmless from all claims, damages, losses, and expenses of any kind arising from any use of the artwork. Theatre Logos Agency makes no warranties or representations, either express or implied, with respect to the fitness of the artwork for any particular purpose.

Cancellation Policy. All fees are nonrefundable and noncancelable once a license has been issued. If, however, artwork should prove unusable due to technical reasons, credit may be issued at Theatre Logo Agency's sole discretion.

Additional Rights. Additional rights may be available. Send inquiries regarding uses not expressly authorized herein to orders@theatrelogos.com.