

## LICENSING CONTRACT TO USE IMAGES FOR APP DEV

This Agreement is entered into on \_\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the "Grantee", and \_\_\_\_\_, hereinafter referred to as the "Artist".

**Whereas**, the Artist hereby represents that he/she has created an image or object that is his/her own original work of art or craft and it is not made from copyrighted material or patterns and said image is titled and is described as:

Title: \_\_\_\_\_

Description: \_\_\_\_\_

**Whereas**, The Grantee shall pay The Artist \_\_\_\_\_ for the license to use the above described work as outlined in this document.

**Whereas**, the Grantee wishes to use the above described work in the creation of \_\_\_\_\_ Mobile Phone Application, hereinafter referred to as a the "Mobile App", which may be offered for sale by the Grantee.

**Whereas**, the Mobile App may be available for download to an unlimited number of potential customers.

**Whereas**, the Grantee reserves the right to use reproductions of the the above described work in the advertisement for The Mobile App, which may include, but not limited to digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, on other mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc.).

**Now therefore**, in consideration of the mutual promises set forth below, as well as other valuable consideration, the parties agree as follows:

- 1) The Artist hereby grants The Grantee a \_\_\_\_\_, non-transferable right to use, modify and reproduce Visual Content worldwide, in perpetuity, as it relates to the Mobile App.
- 2) This grant permits the Grantee the right to duplicate, distribute, and sell the Mobile App which incorporates the above described work. Further, the artist grants to the Grantee the right to reproduce the image on the Grantee's website and all other Grantee promotional materials.
- 3) The Artist shall retain all copyrights in and to the image, and have the right to license this image to other parties.
- 4) The artist understands that all profits from the sale of the Artist's merchandise will benefit the

Grantee.

5) This grant permits the Grantee the right crop, cut, fade, blur or otherwise alter the image in use in the Mobile App.

6) Nothing herein shall be construed to create a joint venture between the parties, nor shall any similar relationship be deemed to exist between them.

7) This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_, except for copyright law, which shall be interpreted in accordance with national and international copyright law.

8) This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended or changed in any way except upon a written agreement signed by both parties.

