



# ARTWORK LICENSING AGREEMENT

**Client:** Pipsticks, Inc. Tools

**Artist:**

**Date:**

This agreement (the "Agreement") is made on the date listed above by and between Pipsticks, Inc ("Pipsticks") and \_\_\_\_\_ (the "Artist"). In consideration of the mutual agreement made herein, both parties agree as follows:

**Work:** This Agreement applies to any image, graphics, digital assets, or digital images created or taken by Artist and delivered to Pipsticks (collectively known as "WORK"). The Artist agrees that he/she will be the sole author of the Work, which will be original work and free of plagiarism. Artist will cooperate with Pipsticks in editing and otherwise reviewing the Work prior to completion. The Artist agrees to deliver the Work to Pipsticks by the agreed upon deadline as outlined in the attached exhibit(s) ("Exhibit").

**Delivery:** Artist may select delivery of photographs in JPEG, TIFF, 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. Unless otherwise specifically provided, Artist is not responsible for providing images 1) larger than 8"x10" at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Artist has no obligation to retain or archive any Images delivered to Client.

**Confidentiality:** Artist acknowledges that she may receive or have access to information which relates to Pipsticks' past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Artist agrees to protect the confidentiality of Pipsticks' proprietary information and all physical forms thereof, whether disclosed to Artist before this Agreement is signed or afterward. Unless strict confidentiality is requested by Pipsticks in advance of the establishment of this Agreement, Artist can display materials and final work created for Pipsticks on the Artist's website and/or portfolio.

**Work Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information, (collectively the "Work Product") developed in whole or in part by the Artist in connection with the Work will be the sole and exclusive property of the Pipsticks. This license provides the Artist will have no right to reproduce, publicly display, and distribute the Images once the Work is given to Pipsticks.

**Reproduction of Work:** Upon acceptance of the Work, Pipsticks is granted full and unlimited reproduction rights to the Work Product. Pipsticks retains the right to reproduce the Work in any form for marketing, future publications, competitions, or other promotional or for-profit uses.

**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 Pipsticks. 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 Pipsticks are contractual in nature and are expressly defined by this Agreement.

**Compensation:** Artwork was submitted by artist with no expectation of payment. Pipsticks will provide 30 sheets of stickers to Artist and a 3-month sticker subscription when artwork is used.

If the parameters of the Work change, or if it involves more time than estimated, Artist will inform Client and they can renegotiate the Work's cost and deadlines.

**Pipsticks Approval:** Upon acceptance of the Work, Pipsticks accepts responsibility for any further processes in which this work is used (e.g. film outpost, printing, etc.)

**Term:** This contract may be terminated by either party no more than 30 days written notice.

**Cancellation:** Upon written cancellation before the due date of the artwork as outlined in the Exhibit, Artist retains ownership of all Work Product created.

**Default:** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. Insolvency or bankruptcy of either party.
- b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- c. The failure to make available or deliver the Work in the time and manner provided for in this Agreement and Exhibit.

**Remedies:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment or provide Work when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**Force Majeure:** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations give the other party prompt, written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, storm, or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**Dispute Resolution:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and the judgement may be entered upon it by any court having proper jurisdiction.

**Additional Terms:** Artist may be required to sign a Non-disclosure agreement and/or a Confidentiality and Invention Assignment Agreement dependent on the type of work being completed. In the case such that any provided artwork is not selected or used Pipsticks, the Artist retains the right to use the designs commercially.

**Entire Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other written agreement concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Amendment:** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California.

**Notice:** any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address on the signature page of this agreement or to such other address as one party may have furnished to the other in writing.

**Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Acceptance of Terms:** Pipsticks promises to include Artist's Work in a Pipsticks Subscription pack as agreed upon in Exhibit. By signing below, Pipsticks and Artist agree they have read, understand, and are considered legally bonded to these terms. This Agreement is effective as of the date outlined above.

**Work Recipient:** Pipsticks, Inc.

Address: 1239 Monterey Street, San Luis Obispo, CA 93401

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jenna Wallravin (Operations Manager)

**Artist:** \_\_\_\_\_

Full Name

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_