



## Licensing Agreement

This license agreement is entered into as of \_\_\_\_\_, 2005, between Bonifol Design Works, and \_\_\_\_\_ (client).

### A. Definitions

"Bonifol Design Works" refers to Bonifol Design Works, its principal, agents and representatives.

"Client" and/or "Licensee" refers to the licensing party, its representatives, successors, assigns, agents and affiliates.

"Work" or "Image" refers to any graphics, images, photographs, animation or video created or licensed by Bonifol Design Works which are a subject of this Agreement.

### B. Purpose

This is a legal agreement between the Client and Bonifol Design Works. By publishing any work or image licensed from Bonifol Design Works, the Client agrees to be bound by the terms of this agreement. If you do not agree to all terms of this agreement, you may not license any images or works from Bonifol Design Works. If the client or licensee is entering into this agreement on behalf of an employer, the license granted and all terms of this agreement apply to the employer and to the licensee as a representative of the employer.

### C. Reservation of Rights

All work and images created by Bonifol Design Works are copyrighted and remain the property Bonifol Design Works. Grant of reproduction rights is conditioned upon Client's acceptance of each term set forth in this Agreement and receipt of payment in full by Bonifol Design Works. All rights not expressly granted to Client in writing remain the exclusive property of Bonifol Design Works, including any electronic rights or usage, and including, but not limited to, all rights in derivative images, sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires the written permission of Bonifol Design Works and/or payment of a separate fee. Under all circumstances, regardless of rights granted, Bonifol Design Works reserves the right to use any work or images for promotional and marketing purposes and for use in for-sale publications or editions of work and images.

### D. Grant of Rights

Unless stated otherwise in writing, Bonifol Design Works grants to Client a non-exclusive right to use the work or images for purposes as specifically agreed to below in part F, Usage of Work. These rights may not be sub-licensed or transferred and are not assignable.

### E. Revisions

Additional fees will be charged for revisions to work or images performed by Bonifol Design Works, if such work is requested by Client. An hourly fee will be charged to the Client for such work performed by Bonifol Design Works. Client should request permission from Bonifol Design Works if they intend to make corrections, adapt, crop or change the finished work or images.

### F. Usage of Work

Client warrants that the work or images licensed by this agreement are to be used for the following specific purposes (describe in space provided including type of publication or use):

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## **G. Additional Usage of Artwork**

Artwork may be used only for the exact usage specified and agreed to. Additional fees will be charged for extra usage, including: using small sections of the work or image as "spot" or "iconic" art elsewhere in the publication or any other publication or electronic media; such as using all or part of the art as a background for other pages, text boxes, sidebars or parts of pages; using all or part of the artwork in any other media including print publication, internet publication or multimedia production.

## **H. Restrictions on Use**

Client may not use the work or images for a purpose that is pornographic, offensive to public order and morals, for purposes of libel, slander or defamation, or other unlawful purposes. Any such use automatically revokes the license granted.

## **I. Shipping Expenses**

Any shipping charges incurred will be added to the final invoice.

## **J. Payment**

Terms are net 30 days. A 3 % per monthly finance charge or the maximum permitted by law, whichever is less, will be added on any balance unpaid after thirty days. The right of usage is granted only upon receipt of payment in full.

## **K. Copyrights**

Client will provide copyright protection by placing a proper copyright notice on all uses, either "© Bonifol Design Works or © Bonnie Follett, Bonifol Design Works. If provided, the date of first publication should also be used. The notice is to be placed adjacent to or within the work or image.

## **L. Credits**

For editorial purposes, a credit line suitable to the design of the page or publication must be used. Client agrees to pay an additional 20 percent (20%) of the total fee, excluding expenses, for failure to include the credit line. This additional fee may be waived at Bonifol Design Works' discretion. This fee shall be in addition to, and not in lieu of, any other rights or remedies that Bonifol Design Works may legally have. The credit line shall read: "Bonnie Follett, of Bonifol Design Works", unless otherwise specified.

## **M. Copies**

Client shall provide to Bonifol Design Works a minimum of five (5) print copies, free of charge, of each use of the images or work no later than thirty (30) days after the date of first publication, to be mailed or otherwise delivered to Bonifol Design Works at Client's expense. These copies are necessary for usage verification, quality control and archiving.

## **N. Digital Media and Digital Files**

All digital media remains the property of Bonifol Design Works. Client agrees to return all such material in undamaged condition within thirty (30) days of first reproduction or ninety (90) days of



receipt of work or images, whichever comes first. Client agrees to delete all copied and/or transferred digital files from all computers and digital media used in the production of the project for which the work or image was used immediately upon publication. The work or image(s) may not be placed in any electronic cataloging or electronic delivery service without the express written permission of Bonifol Design Works. The work or image(s) may not be archived by any party including Client's assigns.

**O. Copyright Notices On Digital Media**

Client shall not delete or alter any copyright notice placed on or in the work or images of Bonifol Design Works in the original digital file and/or any copies. All digital files are affixed with a copyright notice below the bottom edge of the image. The Client will not delete, alter or remove this notice from the original digital file or any copies, or permit such notice to be deleted, altered or removed. The copyright notice may be cropped, of course, in the layout.

**P. Warranty**

Bonifol Design Works warrants and represents that, to the best of its knowledge, all work that is licensed is original and does not knowingly infringe on other copyrights. Bonifol Design Works further warrants that it has all necessary rights and authority to enter into and perform this Agreement in accordance with its terms, including, but not limited to, the right and authority to license the use of any works or images that are a subject of this Agreement, which are included on the Order Form submitted with this Agreement.

**Q. Liability**

In no event shall Bonifol Design Works combined liability in connection with this transaction exceed the total of the fees and expenses paid by the Client.

**R. Default**

In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Bonifol Design Works' costs and expenses incurred in connection with enforcement of the terms of this Agreement including Bonifol Design Works' reasonable attorney's fees.

**S. Governing Law**

This Agreement shall be deemed to be a contract made under the laws of the United States of America and the State of California and for all purposes shall be interpreted in its entirety in accordance with these laws.

**T. Miscellaneous**

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. No terms attached to any check for payment under this Agreement can modify this Agreement.

Client agrees to the above terms of this license agreement, as indicated by signature of its authorized representative below.

Client name: \_\_\_\_\_

Authorized Representative: (print name): \_\_\_\_\_

Signature:

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