

Digital & Print Image License

The Parties:

This Digital & Print Image License Agreement, hereinafter “the agreement,” is entered by and between _____, hereinafter “the Licensor” and Sampaguita Press, hereinafter “the Licensee”, collectively the “Parties”.

The effective date of the Agreement is: _____.

Recitals:

WHEREAS, the Licensor intends to transfer certain rights pertaining to the Image, _____ (DESCRIPTION OR TITLE FROM LICENSEE), and the Licensee intends to license such rights.

WHEREAS, the Licensor, under the terms and conditions of this Agreement, grants the Licensee the rights enumerated in this Agreement for their mutual benefit.

THEREFORE, the parties agree to the terms and conditions set forth in this Agreement for the consideration acknowledged by the parties.

Terms and Conditions:

1. The Licensor permits the Licensee the non-exclusive, non-transferable right to use the Image. Except for the following, the Licensee shall not make use of the Image.
 - a. For cover use for the manuscript: _____ by _____
 - b. Advertising and promotional purposes including merchandise related to the project
 - c. Make flyers, posters, and tear sheets
 - d. Magazines, books, websites
2. The Licensee agrees that the right enumerated in this Agreement are only license rights, and it should not be taken as an assignment or sale.
3. The Licensor retains all rights, license, copyright, ownership, and title of the Image.
4. Licensee, neither during the force of this Agreement nor on its expiration, acts in a way to challenge, alienate, invalidate or impair the rights of the Licensor in this Image.
5. Licensor warrants that, Licensor holds the rightful title of this Image and all rights attached to this Image, including copyright and right to license.
6. The Image is free from any legal liability and third-party rights.
7. The Agreement will not expire unless the parties terminate the Agreement per the terms and conditions of this Agreement.
8. Both parties hold the right to terminate the Agreement prematurely by delivering a written notice stating the reasons and the effective date of such notice.
9. This Agreement shall automatically expire without the requirements enumerated in clause 7 of this Agreement, in the following circumstances:

10. Licensee abrogates any clause of this Agreement
11. Assigns, conveys, sells, or licenses any rights associated with the Image described in this Agreement.
12. Licensee puts the Image into use other than clause 1 of this Agreement.
13. Licensee uses the Image in a way not expressly approved by this Agreement.
14. Any dispute to this Agreement will be tried under the laws of United States of America
15. If any provision of this Agreement becomes invalid or non-competent in a court of law, the rest of the Agreement will not be affected.
16. This Agreement may not be modified except in writing with the consent of the parties to this Agreement.

Signatures

In witness, the parties do hereby sign this Agreement and put it into force as of the date set forth above.

Licensor _____ Signature Date _____

Licensee Sampaguita Press Signature Date: _____
(Keana Aguila Labra on behalf of Sampaguita Press, LLC)