

Corey Allen's (a.k.a. Moss Street Gallery) Image Use Licensing Agreement

This is a legal agreement between _____ (the client) and Corey Allen, a.k.a. Moss Street Gallery, (the artist) pertaining to licensing reproduction rights for the image(s) that you have purchased.

Image Name: _____ *(One Time Website Image Usage - \$150)*

If you are entering into this agreement on behalf of your employer or client, this license granted and restrictions and limitations recited herein shall apply to your employer or client and to you as a representative.

All the original art works, prints of original art works, and images of original art works are copyrighted and all rights to these are owned by Corey Allen (a.k.a. Moss Street Gallery). All rights that are not specifically granted to you by this agreement are reserved. Your right to use any of our images is subject to your full payment of the license and within the restrictions set forth in this agreement.

I. Definitions

1.1 In this agreement the following terms should have the following meanings:

Image: Means original art work, prints of original art work, digital images of original art works, and copies of original artwork by Corey Allen.

Order: Means the image requested by you.

Invoice: Means the computer generated e-mailed invoice provided by Corey Allen (a.k.a. Moss Street Gallery) that describes the order and corresponding fees for usage.

Reproduction: means any form of copying or publication of the whole or part of any image by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of an image.

ii. Copyright

2.1 All images are copyrighted. Corey Allen (a.k.a. Moss Street Gallery) owns all rights to the original artworks and images. No ownership or copyright in any image shall pass to you by the issue of an invoice with respect to the image. You must provide copyright protection for any image represented by Corey Allen (a.k.a. Moss Street Gallery). Such copyright shall be immediately assigned to Corey Allen (a.k.a. Moss Street Gallery). The following credit line is required for any editorial use of an image "Corey Allen - www.mossstreetgallery.com" for commercial uses, you shall include the credit described above when customary and appropriate.

iii. Rights Granted

3.1 Corey Allen (a.k.a. Moss Street Gallery) grants you and your employer or client, if you are licensing on behalf of your employer or client, a one-time non-exclusive (unless stated otherwise in the invoice), non-sub licensable, non-transferable right to use the image.

Iv. Restrictions on use

4.1 The rights hereby granted to you are non-transferable which means that any work that you produce using an image must be for your own use, or for the use of your direct employer, client or customer, who must be the end-user of your work. You may not sublicense, sell, loan or otherwise transfer to anyone any image or the right to reproduce the image except insofar as an image has been included by you into one of the authorized uses as stated on your invoice and nothing you produce shall grant, or purport to grant, to any third party a right to use or reproduce the images. You hereby agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the images.

4.2 Unless otherwise specified on the invoice, images are licensed on a non-exclusive basis and are strictly limited to the use, medium, period of time, print run, placement, size of image, territory and any other restrictions specified on the invoice, which is incorporated into this agreement by this reference, and as incorporated together with this agreement constitutes the full license granted. No secondary advertising or commercial rights whatsoever are granted or implied unless specifically stated on the invoice.

4.3 All rights not specifically granted to you by this agreement are reserved. Your right to reproduce an image is subject to the restrictions set forth in this agreement and is conditioned upon your full payment of the license fee prior to your reproduction of the image.

4.4 Fees for your license of an image depend on the nature of the rights granted. You agree to notify Corey Allen (a.k.a. Moss Street Gallery) in the event that you desire to expand the usage of any image and agree to pay any additional license fee.

4.5 Use of an image in a manner not specifically authorized by Corey Allen (a.k.a. Moss Street Gallery) constitutes copyright infringement.

4.6 You are responsible for the verification of all information appearing in the license.

4.7 Corey Allen (a.k.a. Moss Street Gallery) reserves the right not to license an image for any reason whatsoever.

4.8 You may only use a single copy of the image on a single computer. You may only download the image onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the image for any other purpose.

4.9 Upon the completion of the licensed use you shall erase or destroy all reproducible copies of the image.

V. Releases

5.1 Unless expressly stated by Corey Allen (a.k.a. Moss Street Gallery) in writing, no valid model release or other release exists for any image.

5.2 In the event that Corey Allen (a.k.a. Moss Street Gallery) erroneously advises you that an image is released when it is not, Corey Allen (a.k.a. Moss Street Gallery)'s) sole liability shall be the amount paid for the license.

5.3 Corey Allen (a.k.a. Moss Street Gallery) gives no rights on or warranties with respect to the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any image. You must satisfy yourself that all necessary rights, consents or permissions as may be required for reproduction are obtained from the appropriate party.

5.4. You agree to indemnify and hold harmless Corey Allen (a.k.a. Moss Street Gallery) against all claims arising out of the use of any image where the validity and existence of any release (i.e.: model or property releases, use of trademarks, logos etc.) has not been expressly acknowledged in writing by Corey Allen (a.k.a. Moss Street Gallery).

Vi. Unauthorized uses

6.1 You may not use the images for any form of pornography, or in a libelous, defamatory, fraudulent, infringing, or other illegal manner. Advance written permission is required for use of images for sensitive subjects, included, but not limited to matters of sexual nature, substance abuse, physical or mental abuse, alcohol, tobacco, aids, cancer or other serious physical or mental ailments or the disparagement of a person or product.

-You agree to indemnify and hold Corey Allen (a.k.a. Moss Street Gallery) harmless against any claim for damages, losses or any costs, including reasonable attorneys' fees, arising in any manner whatsoever from the unauthorized use of any image or from the breach of any of the terms of this agreement.

-Any failure by you to pay any amount when due, or any use by you of an image beyond the scope of the license set forth on the invoice, shall be a material breach of this agreement.

Vii. Misc.

7.1 Corey Allen (a.k.a. Moss Street Gallery) makes no warranties, expressed or implied, including, without limitations, any implied warranties or merchantability or fitness for a particular purpose. Neither Corey Allen (a.k.a. Moss Street Gallery) nor its directors, officers, employees, partners, licensors, or agents shall be held liable for any indirect, consequential, punitive, or incidental damages arising out of, or the inability to use, an image, even if Corey Allen (a.k.a. Moss Street Gallery) has been advised of the possibility of such damages. In any event, the limit of liability of Corey Allen (a.k.a. Moss Street Gallery) shall be the fee paid for the particular image.

X. No waiver, complete agreement

8.1 This agreement constitutes the entire understanding of the parties pertaining to licensing reproduction rights on the licensed images. No terms or conditions may be changed or added unless made in writing and signed by both parties. No action of Corey Allen (a.k.a. Moss Street Gallery), other than an express waiver, may be construed as a waiver of any clause of this agreement. In the event Corey Allen (a.k.a. Moss Street Gallery) waives any specific part of this agreement, such fact shall not mean that any other part is waived.

Xi. Severability

11.1 Should any clause of the present agreement be found unenforceable, whenever possible this will not affect any other clause and each will remain in full force and effect.

Xii. Law and venue

12.1 This agreement, and all matters collateral thereto, shall be governed by and construed in accordance with the laws of the United States, and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in the United States.

By signing this contract, you (your employer or client) agree to the terms outlined in this document.

Signature: _____ Date: _____

PLEASE PRINT

Name:
Title:
Company:
Address:
City:
State:
Zip:
Email:
Phone number: