



LICENSE AGREEMENT FOR THE NON-EXCLUSIVE USE, REPRESENTATION, AND DISTRIBUTION OF ARTISTIC WORKS

This License Agreement for Non-Exclusive Use, Representation, and Distribution of Artistic Works (“Agreement”) is entered into between the undersigned “Artist” and Fossil Records (Madison County, Illinois, USA) (“Licensee”), for the purpose of manufacturing upon commercial media (“Media”) artistic works (“Works” is agreed to include audio and visual art upon which all rights are held by the Artist) produced by the Artist, representing said Works, and commercially distributing said Media which has been manufactured by the Licensee and/or has been pre-manufactured and supplied to the Licensee by the Artist.

ARTIST

1. Artist warrants that Artist is the owner of all Works submitted to the Licensee. Artist hereby warrants and represents that the rights granted herein are free and clear of any claims, demands, exclusive licenses, or other encumbrances. Artist warrants that Artist has the sole and exclusive right to license, administer and control all uses, in whole or in part, in all Media, whether now known or hereinafter developed, throughout the world the composition of Works and recording of said compositions.
2. Artist warrants and represents that it has the exclusive legal right and authority to enter into this agreement and hereby grants the Licensee the right to reproduce, distribute, sell, and otherwise use its Works in all Media, including without limitation all record formats, whether now known or hereafter developed, throughout the world until 30 days after the termination of this Agreement.
3. Artist agrees that it is responsible for the acts and costs of registering and defending its copyrights and trademarks for all Works submitted to the Licensee. At no time shall the production, representation, and distribution of the Artist’s Works by the Licensee constitute an ownership or responsibility by the Licensee for said Works.
4. Artist is deemed to have licensed the Works free of charge for the purposes of duplication, manufacture, distribution, and representation to the Licensee and hereby releases the Licensee in perpetuity from paying any royalties, distribution fees, licensing fees, or wholesale costs for any submitted Works. Artist warrants and represents that it has not been and is not ever guaranteed any payment or remittance outside of those profits obtained through the retail sale of the Artist’s Works as agreed to herein.
5. Artist is responsible for delivering to the Licensee the original copy of this completed Agreement; updated contact information; all submitted Works including recordings, graphic art, proper songwriter credits, composition information, and copyright holder notification; all articles of merchandise for sale; and any materials and information necessary for the sale and transport of said merchandise. Artist is solely responsible for any exclusion from final Works which may result from Artist’s neglect and Artist agrees to indemnify and hold harmless the Licensee from any liability resulting from such exclusion.
6. Artist hereby releases the Licensee, its respective representatives, licensees, successors, and assigns from all actions, controversies, contracts, damages, judgments, claims and demands whatsoever, in law or in equity, which Artist, its assigns, and successors may now, or hereafter, have against the Licensee with regard to the Works, excluding only the terms set forth in this Agreement.

7. Artist hereby agrees to defend, indemnify, and hold the Licensee and its representatives, licensees, successors, and assigns harmless from and against any and all damages, costs, liabilities, losses and expenses (including reasonable attorney fees) arising out of or connected with any claim, demand or action by a third party which is inconsistent with any of the warranties, representations or covenants made by Artist in this Agreement.
8. Artist represents that the Artist is at least 18 years of age and is legally capable of entering into this Agreement. Artist represents that the Artist has had adequate opportunity to seek, and has sought, the advice of independent counsel to their satisfaction prior to the signing of this Agreement.
9. The Artist agrees to provide relevant tax information to the Licensee as and when required by US Federal Law.

LICENSEE

1. The Licensee intends to manufacture, duplicate, and distribute copies of the Artist's Works on Media. This Media is to be sold through any legal means by the Licensee on the Artist's behalf at a price agreed to by the Artist and Licensee.
2. The Licensee represents that it will make a good faith effort to promote the Artist through the distribution of promotional copies and other means but the Licensee does not warrant any profitable results to or for the Artist through these efforts.
3. The Licensee will provide access to its income and expense ledgers upon request of the Artist but by means dictated by the Licensee. The Licensee warrants that ledgers will be up to date and accurate with respect to the Artist's account and available upon reasonable notice.
4. The Licensee is granted the ability to represent the Artist through image, name, and other likeness only wherein such representation is required for promotion and distribution. At no time is the Artist granted the ability to represent the Licensee or its representatives. The Artist will provide informational materials required for access to promotion and distribution avenues as requested by the Licensee.
5. When the Licensee manufactures (or has manufactured by a third party) Media at the request of the Artist, the Licensee will be granted a base portion of profits ("Price") as set forth by the following equation:

$$\text{Price} = \text{Retail Price} * 0.50$$

6. When the Licensee distributes Media that has been pre-manufactured for the Artist by a third party, the Licensee is granted a base portion of profits ("Price") as set forth by the following equation:

$$\text{Price} = \text{Retail Price} * 0.20$$

7. The Licensee will be reimbursed by the Artist for all promotional materials at fair market value of components. The Licensee will present promotional options to the Artist who will then have seven (7) days within which to respond. Lack of response will constitute a negative response and no promotional package will be sent. Fair market values may change at any time and without any notice.
8. All debts of the Artist to the Licensee will be appropriately witnessed and agreed to by the Artist prior to the acquisition and/or distribution of said debt.
9. The Licensee will create an account for the Artist which will reflect the Artist's profits and expenses. At such time as this account reaches \$50 or greater **or** before the end of the tax year, the Licensee is required to provide payment in full to the Artist. If the Artist's account reflects a debt to the Licensee, the Artist will provide remittance prior to the end of the tax year.

10. The Licensee will provide galleys of any graphic art manipulated by the Licensee to the Artist via hardcopy or electronic media. The Artist will then become wholly responsible for all changes, addenda, deletions, etc. The Licensee is granted the right of refusal for any graphic art or components of graphic art for which the Licensee (solely) deems offensive.
11. Upon completion of product, the Artist will be granted one (1) copy of product for final assessment. Upon approval of product by the Artist and at the request of the Artist, copies of the product will be delivered to the Artist at a charge equal to the fair market value of the components plus shipping and handling.

GENERAL AGREEMENT

1. This Agreement constitutes the entire Agreement between the parties and shall be construed in accordance with the laws of the State of Illinois. Any dispute or disagreement with respect to this Agreement shall be submitted to arbitration where Illinois Rule of Law is controlling. This Agreement may not be modified except in writing signed by both parties. A waiver of any breach by either party in any instance shall not constitute a waiver of any subsequent breach, whether or not similar. Any breach on the part of the Artist grants the Licensee right to terminate this Agreement in writing upon which time the Artist will have 30 days to complete its responsibilities as outlined below.
2. The Artist may, at any time, elect to dissolve this Agreement in whole through written correspondence. The Artist warrants that the Artist will purchase at the Price granted to the Licensee herein, all Licensee-manufactured stock copies of the Artist’s Works up to and including 25 units in each Media. In addition, the Artist agrees to fulfill any monetary obligations that it has specifically agreed to in writing over the course of this Agreement and to cover any expenses incurred in the transfer of stock units. Upon which time, this Agreement will be considered mutually terminated and a maximum of 30 days will be granted to the Licensee to liquidate Licensee-manufactured stock and complete normal business transactions with respect to the Artist’s Works.
3. Correspondence and information exchange between the Artist and Licensee will be acceptable through electronic means (i.e. email) so long as the exchange is documented and occurs between the Artist and Licensee through agreed channels.
4. All legal notice hereunder shall be in writing and delivered to:

**Fossil Records
307 St. Anthony
Godfrey, IL 62035**

Signed this day, _____, by the managing representative of Artist

Artist

Managing Representative (printed)

Street Address

Managing Representative (signed)

City, State, ZIP Code

Email Address

(_____) _____
Phone