



## Artwork Permission Agreement

### HinterWelt Enterprises, LLC

\_\_\_\_\_ ("Licensor") is the owner of rights for the artwork described below (the "Selection"). HinterWelt Enterprises LLC ("Licensee") wants to acquire the right to use the Selection as specified in this agreement (the "Agreement").

#### Licensor Information

Title(s) of work (the "Selection"): \_\_\_\_\_

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

#### Licensee Publication Information

The Selection will appear in the following publication(s) (the "Work"):

(check if applicable and fill in blanks)

book-- title: Alternate Earth

periodical-- title: \_\_\_\_\_

event handout-- title of event: \_\_\_\_\_

diskette-- title: \_\_\_\_\_

website-- URL: <http://www.hinterwelt.com/>

If to be used on a website, the Selection will appear on:

(check if applicable)

home page

internal page

Estimated date(s) of publication: July 2003

If applicable, the estimated number of copies to be printed or produced (if a book, the estimated first print run): 1000

If for sale, the price: \$30.00 U.S.D.

If a website, indicate the average number of visitors per month: 2000

#### Grant of Rights

Licensor grants to Licensee and Licensee's successors and assigns, the:

(select one)

nonexclusive

exclusive

right to reproduce and distribute the Selection in:

(select all that apply)

- the current edition of the Work.
- all editions of the Work.
- all foreign language versions of the Work.
- all derivative versions of the Work.
- in all media now known or later devised.
- in promotional materials published and distributed in conjunction with the Work.
- other rights \_\_\_\_\_

### **Territory**

The rights granted under this Agreement shall be for the United States of America (the "Territory").

### **Fees**

Licensee shall pay Licensor as follows:

(select payment option and fill in blanks)

- Flat Fee.** As full payment for all rights granted, Licensee shall pay Licensor a flat fee of:  
    \$\_\_\_\_\_. Payment shall be made:
  - upon execution of this Agreement.
  - upon publication.

The Licensor will be paid upon delivery of the last piece commissioned. If 8 pieces are commissioned then upon receipt and approval of the 8<sup>th</sup> piece the Licensor will be paid. If the contract is cancelled by one or both of the parties then the balance for any previously delivered and accepted pieces will be paid to the Licensor.

### **Credit & Samples**

(check if applicable and fill in blanks)

- Credit.** All versions of the Work that include the Selection shall contain the following statement:

Interior Art Created By: \_\_\_\_\_

- Samples.** Upon publication, Licensee shall furnish one (1) copy of the Work to Licensor.

### **Warranty**

Licensor warrants that it has the right to grant permission for the uses of the Selection as specified above and that the Selection does not infringe the rights of any third parties.

### **Miscellaneous**

This Agreement may not be amended except in a written document signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be

interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

**Licensor**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Licensee**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Tax ID # \_\_\_\_\_