



**LICENSING CONTRACT
TO
MERCHANDISE IMAGES**

AGREEMENT, entered into as of the _____ day of _____, 2014, between _____ (hereinafter referred to as "Muralist"), located at _____ and EDMONDS MURAL SOCIETY, hereinafter referred to as the "Licensee"), located at 409 Main Street, Edmonds, WA 98020, with respect to the use of a certain image created by the Muralist (hereinafter referred to as the "Mural Image" which has been mounted on a specified exterior building's wall, as contracted between Licensee and the Building Owner, all of which mounting expenses were paid by the Licensee;

WHEREAS, the Muralist is a professional artist of good standing; and

WHEREAS, the Muralist has created a Mural Image which the Muralist wishes to license for purposes of manufacture and sale, and

WHEREAS, in addition to the original mural, Licensee wishes to use the image for promotional purposes, and to create products for manufacture and sale; and

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

GRANT OF MERCHANDISING RIGHTS.

The Muralist grants to the Licensee the non-exclusive right to use the Mural Image titled _____ and described as _____, which was created and is owned by the Muralist, as or as a part of the following type(s) of merchandise: prints, cards, t-shirts, tote bags, calendars, and similar items, for manufacture, distribution, and sale for fund-raising purposes by the Licensee in the following geographical area, Edmonds, Washington, and for the following period of time: the duration of the life of the mural. The Licensee may also use the image on their website, in advertising, and any promotional materials created for the purpose of promoting the Edmonds Mural Society.

NATURE OF CONTRACT.

Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.

GOVERNING LAW AND JURISDICTION.

Each party (a) consents to the exclusive jurisdiction and venue of the federal and state courts located in Snohomish County, Washington; (b) waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

DISPUTE RESOLUTION.

If a dispute arises under or relating to this Agreement, the parties agree to submit such dispute to binding arbitration in the state of Washington. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Intellectual Property Law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any arbitrator who is employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

ATTORNEY'S FEES AND COSTS.

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

ADDRESSES

All notices, demands, payments, and statements shall be sent to the Muralist at the following address: _____, and to the Licensee at 409 Main Street, Edmonds WA 98020.

MODIFICATIONS IN WRITING.

This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Muralist: _____ Licensee: EDMONDS MURAL SOCIETY

By: _____