

art authority

IMAGE LICENSING AND DISTRIBUTION AGREEMENT

The **Museum** located at **Museum Address** (Museum) and Art Authority LLC (AALLC) located at 695 Mistletoe Road, Suite C, Ashland OR 97520 agree that Museum shall license to AALLC images of works in their collections and participate in AALLC's 1000 Museum Network (1KM). AALLC will produce products and provide image services and distribution. Such products and services include high-quality custom archival reproductions in various sizes of framed and unframed prints (on paper and canvas), other on-demand and museum products, and the use of the 1KM and AALLC websites and AALLC apps to promote links to the Museum.

IP and ownership of images: Museum shall retain all intellectual property rights associated with any images, marks or logos and/or credits or other content provided to AALLC. AALLC shall retain all rights associated with the design and "look and feel" of AALLC websites, packaging and presentation of the Products and Services that incorporate Museum's images, marks and other content.

Credits, Captions and Metadata: AALLC will provide Museum "branded credit" on Museum's images, marks and other content exhibited on or in AALLC products and services and will respect Museum's nomenclature and guidelines for copyright status and notices.

Rights Granted: Subject to clearance of third-party rights whether by AALLC or Museum, Museum grants to AALLC non-exclusive world-wide rights to publish, sell, distribute, and display the artworks listed in Exhibit C (as amended) along with Museum's marks and other content on or incorporated in such Products and Services specifically agreed to, and to display such content and information on AALLC websites and apps, packaging, advertising and promotional materials.

Nothing in this agreement shall be construed to limit Museum's usage of its images, marks or content for other purposes.

Use of Images: Images may be used for high-quality custom archival reproductions and other mutually agreed upon products. Images may also be used on AALLC web pages and apps representing Museum, and on AALLC distribution channels along with information and links to Museum. Images shall be provided by Museum as indicated in Exhibit B.

Term: The initial term of this agreement will be five (5) years, after which it will renew automatically for successive one (1) year terms unless and until either party notifies the other in writing at least 90 days prior to the beginning of the next term of its wish to terminate this agreement.

Royalty Payments, Product and other Fees: AALLC will pay Museum royalties based on the net revenues actually received by AALLC from a customer that are directly attributable to each image's utilization in AALLC's products and/or services according to the percentages shown in Exhibit A. Such revenues from sale of reproductions do not include shipping/handling and framing charges, applicable taxes, returns and credit card processing fees.

Payments to Museum will be made in the form of an electronic transfer or check from AALLC in US currency or other currency as agreed upon, sent within thirty (30) days after the end of each calendar quarter. AALLC will provide a list of images used, and products and/or services in which images appear, with the royalty due for each such use. Amounts due below \$100.00 will accumulate until the quarter in which the \$100.00 threshold is reached.

Museum will be invoiced in US dollars for products it orders for its own use or for sale in Museum's store at time of shipment, including shipping costs. All invoices are due within 30 days.

Promotional activities: Either party may issue a press release, its contents subject to the other's approval, announcing the formation of this licensing partnership.

Web services, tracking and other: AALLC will provide web backend pages and links to support product searches, orders and customer service from and to AALLC's websites.

Representations and Warranties:

Except as expressly limited with regard to artists' rights, AALLC Products and Services do not violate or infringe the copyright, patent, trademark, trade secret, rights of privacy and publicity or other rights of any third party and AALLC will take all reasonable precautions to assure that they do not in the future.

Neither party shall be liable for any indirect, incidental, consequential, punitive, or special damages arising from or related to conduct or performance of the other party under this Agreement.

Except as expressly limited with regard to artists' rights, Museum represents and warrants that Museum possesses the rights to license any and all images submitted to AALLC and that there are no restrictions, interests, limitations, assignments or licenses that could affect or be inconsistent with the rights granted herein, including rights held by the photographer of the works submitted for reproduction.

Material Breaches of this agreement not cured within thirty days written notice of such breach may allow the non-breaching party to terminate this agreement with written notice of its desire to terminate.

Indemnification: AALLC and Museum agree to indemnify each other against claims alleging breach of Representations and Warranties except to the extent that such claims arise from the other's breach of Representations and Warranties. Such party seeking indemnification shall give prompt written notice to the other party and the party providing indemnification shall in its sole discretion be allowed, working in good faith, to control and/or settle any such claims, so long as such settlement does not require the other party to suffer loss or admit guilt.

All notices to the **Museum** located at **Museum Address** Attn: _____. Royalty checks owed to Museum shall be made payable to: _____ Attn: _____. Notices to AALLC shall be addressed to: Art Authority LLC at the address above.

HEREBY AGREED TO:

AALLC

Museum:

Name (Printed)

Name (Printed)

Signature

Signature

Date

Date

Title

Title

Telephone

Telephone

Exhibit A

Products and services currently offered by AALLC include:

High-quality custom archival reproductions on paper, postcard, canvas and other agreed upon material including such products as may be mounted and/or framed.

Distribution of such products through AALLC websites and apps; through other of AALLC's museum-partners' stores and websites; and through other retail and wholesale channels.

Display of Museum's "story," details of Museum's collections, hours, location, related information and useful links on AALLC websites.

Marketing and/or advertising support of Museum's exhibitions or other special events on AALLC web sites and in AALLC's advertising and promotional campaigns to its customers and communities.

Image Selection: AALLC and Museum will work together to select the most interesting, important and most marketable images to include on Museum's section of AALLC websites and apps and to offer for sale in Museum's store.

Wholesale print-on-demand (POD): AALLC will provide archival reproductions and other products shipped direct to Museum at approximately 50% off the retail price of such products offered through AALLC websites. Details and pricing are available at <http://museums.artauthority.net>

Proofing and Color Correction: When required and requested, AALLC may supply proofing and color correction for Museum to ensure that all prints match the "Master Color Match." Details and pricing are available at <http://museums.artauthority.net>

Customer Service: AALLC supplies all customer service for all AALLC products.

Other services and fees are documented at <http://museums.artauthority.net>

Standard Fees and Payments to Museum:

Royalties (*percent of net sales of reproductions*):

If the Museum image is in Public Domain, the Royalty is: 15% for retail sales, 10% for wholesale

If the Museum image requires Artist Rights*, the Royalty is: 10% for retail sales, 5% for wholesale

If sale is to Museum itself: 0%

* AALLC shares Museum's commitment to paying artists or their estates for the rights to make commercial use of their work. AALLC will attempt to clear Artist's/Estate's Rights, with Museum sharing part of that cost through a 5% reduction in royalties earned.

Exhibit B

Image Specs:

- File format preferred: TIFF (high quality JPEGs acceptable)
- 8 bits (16 bits acceptable)
- Embedded profile: ProPhotoRGB preferred, Adobe RGB (1998) and sRGB acceptable
- Minimum pixel dimensions: 4860 pixels on the short side, 6300 pixels on the long side
- Files must be cropped to exact aspect ratio of final printed image

AALLC may modify these specifications from time to time as dictated by changes in technology.

Museum is responsible for the quality of the content provided to AALLC.

Color Matches:

We request that color matches be printed on a cotton or matte paper, otherwise, the differences in substrate needs to be considered when reviewing proofs in regards to color. If color matches are not provided AALLC will blind process files.

Proofs:

Upon request and for appropriate fees, once images are color matched Museums will receive proofs for approval in either 11x14 or 16 x 20 print size as requested, packaged for sale in museum shop.

Data / file naming:

All delivered images must be accompanied by an Excel or similar data file that includes all pertinent information in regards to the work (artist, title, original dimensions, medium, attribution, etc.) that will be submitted

Exhibit C

Museum works included in this agreement:

Any and all works.

This Exhibit may be amended from time to time by mutual written consent to specify additional works covered.