

ABATE OF INDIANA, INC. LICENSE AGREEMENT

Whereas, \_\_\_\_\_ (Artist) is a resident of \_\_\_\_\_ County, Indiana, and is contracted by ABATE of Indiana, Incorporated (Employer); and,

Whereas, Artist is paid a wage of \_\_\_\_\_ to design and create artwork (Description of artwork: \_\_\_\_\_) which Employer thereafter uses to reproduce is print and textiles which are sold; and,

Whereas, Employer and Artist hereto agree that said artwork and designs are owned by and for the benefit of Employer, not owned by or for the benefit or use of the Artist and that any rights, licenses royalties and ownerships belongs to employer; and,

Whereas, Artist is compensated for his or her artwork via an agreedupon wage; and,

It is mutually agreed that Artist hereby releases and forever discharges Employer from any and all liability known or unknown, to compensate Artist for any specific design or artwork Artist creates for Employer.

Artist further agrees that Artist shall acquire no specific license or copyright on any design or Artwork Artist creates while in the employ of the employer.

This agreement states for the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than expressly provided herein, or in any prior existing written agreement between the parties, or as duly set forth on or subsequent to the effective date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby.

In the event this license agreement is translated into any language other than the English language for any purpose, the parties agree that the English version shall be the governing version.

This agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

If any provision or provisions of this agreement shall be held illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The waiver of any default under this agreement by either party shall not constitute a waiver of any rights for any subsequent default.

The agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall be deemed effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_  
Artist Signature  
Printed: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

\_\_\_\_\_  
Employer, ABATE of Indiana, Incorporated  
Representative

