

**ABATE ARTWORK OWNERSHIP/LICENSING AGREEMENT**

Whereas, \_\_\_\_\_ (“Artist”) is a resident of \_\_\_\_\_ County, \_\_\_\_\_, and is providing artwork to ABATE of Indiana, Inc. and ABATE Foundation Inc. (collectively “ABATE”) per the terms agreed upon in the initialed section below:

\_\_\_\_\_ **Artwork for Exclusive Use and Ownership by ABATE.** Artist agrees to a compensation of \_\_\_\_\_ to design and create artwork for the exclusive use and ownership by ABATE (Description of artwork: \_\_\_\_\_) which ABATE thereafter has the exclusive right to use, print, publish, reproduce, distribute and/or publicly display, and to market or sell the artwork, or any part of it, as ABATE sees fit. ABATE and Artist agree that said artwork and designs are owned by and for the exclusive benefit of ABATE, and not owned by or for the benefit or use by the Artist and that any rights, licenses, royalties and ownership belong to ABATE. Artist further agrees that Artist shall acquire no specific license or copyright on any design or artwork described above, or on any artwork created for ABATE in exchange for compensation.

\_\_\_\_\_ **Artwork Licensed for Specific Use or Uses by ABATE.** Artist hereby grants to ABATE a royalty-free, non-exclusive right and license to use, print, publish, reproduce, distribute and/or publicly display the artwork (Description of artwork: \_\_\_\_\_), along or with other works, and to market or sell the artwork, or any part of it, as ABATE sees fit, in connection with the following event(s) or for the following stated duration (Description of Licensed Event(s)/Duration of license: \_\_\_\_\_). It is understood that any proceeds arising from this license will go solely to ABATE. Copyright and trademark rights in the artwork remain in the Artist’s name and Artist reserves all rights except as granted in this Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any conditions, 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 parties to be bound thereby.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana, and any action brought in connection with this Agreement shall be brought in 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.

This Agreement is entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

\_\_\_\_\_  
ABATE Signature  
Printed: \_\_\_\_\_