

LICENSE AGREEMENT

THIS AGREEMENT is made by _____ (“Licensor”) and **Design by Initiative, LLC**, a limited liability company organized and existing under the laws of the State of Georgia (“Licensee”).

WHEREAS, Licensor has ownership of or access to art work that Licensee wishes to allow Licensor to use (the “Art Work”); and

WHEREAS, Licensor wishes to use the Art Work of Licensee on Licensee’s web site.

THEREFORE, in consideration of the promises and covenants recited below, it is hereby agreed by and between Licensee and Licensor as follows:

1. Grant.

Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a nonexclusive license for the term of this Agreement to use the Art Work for any purposes of and approved by the Licensee.

2. Licensor’s Warranties.

Licensor hereby represents and warrants to Licensee that it is the lawful possessor of the Art Work. Licensor warrants that the use of the Art Work is not a violation of any copyright, trademark, or other intellectual property. Licensor further warrants that the Art Work does not violate any third party’s privacy or publicity rights.

3. Proprietary Rights.

The parties hereby acknowledge and agree that the Licensor shall retain all right, title and interest to the Art Work and Licensor’s name, logos, and trademarks, including without limitation any copyright or other proprietary rights in and to the same. Licensee shall make no use of the Art Work other than as expressly provided herein.

4. Indemnification.

Licensor shall indemnify, defend and hold Licensee harmless from any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including attorneys’ fees, directly or indirectly resulting from any claim asserted by a third party with respect to the Art Work, including without limitation a claimed infringement or violation of any intellectual property right or right of publicity or privacy or a claim of libel or defamation.

5. Term and Termination.

The term of this Agreement shall be for five (5) years from the date of this Agreement.

6. Compensation.

Upon the execution of this Agreement, Licensee shall pay to Licensor a one-time, non-refundable license fee of \$1.00 as full compensation for the rights granted hereunder.

7. Miscellaneous Provision.

7.1 Binding Agreement.

This Agreement executed by the Parties sets forth the entire agreement between the Parties in connection with the subject matter. The making, execution, and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed herein.

7.2 Notice.

All notices will be in writing and will be delivered personally or sent by confirmed facsimile transmission, overnight letter or United States certified mail, proper postage prepaid at the addresses specified above.

7.3 Choice of Law.

This Agreement has been entered into in the State of Georgia and will be governed by those laws of the State of Georgia without regard to conflict of laws principles. Any disputes which arise under this Agreement, even after the termination of this Agreement, that cannot be resolved through good faith discussions, will be heard only in the State courts located in the Fayette County, Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth by the signatures of the Parties below.

LICENSOR -

Printed Name:_____

LICENSEE -

DESIGN BY INITIATIVE, LLC

BY:_____
Printed Name:_____ **Managing Member**