

## ARTIST- PUBLISHER LICENSE AGREEMENT

### AGREEMENT

made this <day> day of <month>, <year>; between <Artist Name>, hereinafter called the Artist, and Comet Press, hereinafter called the Publisher, concerning the work titled "Artwork Title", and attached as Exhibit A, hereinafter referred to as the Work, to be published in *Red Room Magazine*.

NOW THEREFORE, for the consideration and mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

### ARTIST'S GRANT OF RIGHTS

The Artist hereby grants the Publisher the non-exclusive, worldwide, paid-up, royalty free right to use the Work for the limited purpose of cover or interior art for Red Room Magazine and for promotional purposes to promote and market *Red Room Magazine*, at the Publisher's sole discretion. The Publisher acknowledges and agrees that it is acquiring no ownership right, title, or interest to the Work pursuant to this Agreement.

All rights not specifically granted herein are reserved by the Artist.

### LICENSE FEE

The Publisher shall pay the Artist a license fee in the amount of \$30.00 (the "License Fee") which will be paid via Paypal upon receipt and approval of the Work. The Artist agrees to deliver a digital high-quality file of the artwork of at least 300 dpi.

### CONTRIBUTOR COPIES

The Publisher agrees to provide the Artist one free digital copy of the original edition in the formats of PDF, mobi, and ePub.

Additional copies are available from Publisher at the standard contributor discount of 40% plus shipping.

### ARTIST INDEMNITIES AND WARRANTIES

The Artist warrants that he or she is the sole Artist of the Work; that he or she is the owner of all the rights granted to the Publisher hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the Publisher; that the Work does not violate the right of privacy of any person; that, to the Artist's knowledge, it is not libelous or obscene and contains no matter which is libelous, in violation of any right of privacy, harmful to the user or any third party so as to subject the Publisher to liability or otherwise contrary to law; and that it does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation. The Artist agrees to hold the Publisher harmless against any judgement finally sustained that the Work contains libel, plagiarism and/or invasion of privacy.

### CREDITS

The Artist shall be credited as the creator of the Work in *Red Room Magazine*. The Publisher shall include in each copy of the magazine distributed by the Publisher a copyright notice: Copyright © <artwork name> by <artist name>.

### REVERSION OF RIGHTS

In the event that the Publisher shall be adjudicated bankrupt, or a receiver or trustee shall be appointed for all or substantially the entire Publisher's assets, or if the Publisher shall seek to take advantage of any insolvency law, this Agreement shall immediately terminate and all rights hereby granted to the Publisher shall revert automatically to the Artist.

### SIGNATURES

IN WITNESS WHEREOF, Artist and Publisher have executed this agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same.

This electronic signature will be considered of identical weight to a handwritten signature. Typing-in Artist information in the following fields and returning to Comet Press via Email constitutes Artist's digital signature and acceptance of this contract.

#### Signed:

ARTIST	
DATE	
Address	
City, State, Zip, Country	
Phone number	
Email Address	
Paypal email for payment if different	
EDITOR	
EDITOR	
PUBLISHER	
PHONE	
DATE	

EXHIBIT A-- The Artwork