



## **StudioKat Designs Licensing Agreement**

**AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between *StudioKat Designs*, located at 137 S. Hemingway Ct., Advance, NC 27006, and \_\_\_\_\_ (hereinafter referred to as the "Licensee"), located at \_\_\_\_\_, with respect to the use of handbag patterns created by *StudioKat Designs*, (hereinafter referred to as "Handbag Patterns"), for manufacturing products (hereinafter referred to as "Licensed Products").

**Whereas**, *StudioKat Designs* is a professional artist of good standing; and has created Patterns which can be licensed for purposes of manufacture and sale; and

**Whereas**, the licensee wishes to use the Patterns to create products for manufacture and sale; and

**Whereas**, both parties want to achieve the best possible quality to generate maximum sales;

**Now, therefore**, inconsideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

**1. Grant of Merchandising Rights.** *StudioKat Designs* grants to the Licensee the nonexclusive right to use of any/all of the twenty-six (26) Handbag Patterns, which were created and are owned by the Artist, for manufacture, distribution, and sale by the Licensee beginning \_\_\_\_\_ and expiring on \_\_\_\_\_.

(Please note: This license does NOT include the right to use any of the free patterns available for download at [www.studiokatdesigns.com](http://www.studiokatdesigns.com), specifically the "Aeropac", "ID Tags", "RolyNesters", "RugBucket", or CashKeeper", "Heart Holder" patterns or "Wrist-a-Kat" patterns . )

**2. Ownership of Copyright.** *StudioKat Designs* shall retain all copyrights pertaining to the Patterns. The Licensee shall identify *StudioKat Designs* as the creator of the Patterns on the Licensed Products, or Products tags, and shall reproduce thereon a copyright notice for *StudioKat Designs*, which shall include the word "Copyright" or "by *StudioKat Designs* 20\_\_".

**3. Payments and Statements of Account.** A royalty payment in the amount \$35.00, shall be paid semi-annually on the first day of the month, commencing \_\_\_\_\_, 20\_\_\_\_.

**4. License Renewal.** The License is eligible for renewal for an additional 6-month period of time, if both parties are in agreement. *StudioKat Designs* shall send a License Renewal Notice to the Licensee at least 30-days prior to expiration of License Agreement.

**5. Termination of Agreement.** *StudioKat Designs* shall have the right to terminate this Agreement upon thirty days notice if Licensee fails to make any payments required of it and does not cure this

default within said thirty days, whereupon all rights granted herein shall revert immediately to *StudioKat Designs*.

**6. Quality of Reproductions.** *StudioKat Designs* shall have the right to approve the quality of the reproduction of the Patterns for the Licensed Products, and *StudioKat Designs* agrees not to withhold approval unreasonably.

**7. Reservation of Rights.** All rights not specifically transferred by this Agreement are reserved to *StudioKat Designs*.

**8. Indemnification.** The Licensee shall hold *StudioKat Designs* harmless from and against any loss, expense, or damage occasioned by any claim, demand, suit, or recovery against *StudioKat Designs* arising out of the use of the Patterns for the Licensed Products.

**9. Assignment.** Neither parties shall assign rights or obligations under this Agreement, except that *StudioKat Designs* may assign the right to receive money due hereunder.

**10. Nature of Agreement.** Nothing herein shall be construed to constitute the parties hereto joint ventures, nor shall any similar relationship be deemed to exist between them.

**11. Governing Law.** This Agreement shall be construed in accordance with the laws of North Carolina; Licensee consents to the jurisdiction of the courts of North Carolina.

**13. Modifications in Writing.** This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.  
*StudioKat Designs*

By \_\_\_\_\_  
Kathy Southern, Designer & owner of StudioKat Designs)

Licensee \_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Authorized Signatory, Title)