

## Licensing Agreement Checklist for Novice Artists

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### What is a Licensing Agreement?

A **Licensing Agreement** allows an artist to grant permission to another party to use their artwork, brand, or intellectual property for specific purposes while retaining ownership. This ensures that the artist is properly compensated and protects their rights.

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### Step 1: Do You Need a Licensing Agreement?

- ✓ Are you allowing another person or business to use your work?
- ✓ Is your artwork being used for commercial purposes
- ✓ Do you want to retain ownership while earning royalties or a fee?
- ✓ Do you want to protect your work from unauthorized use?

If you answered **YES** to any of the above, you likely need a Licensing Agreement.

### Step 2: Key Elements to Include in Your Licensing Agreement

- ◆ **Parties Involved**
  - Who is granting the license (Artist)?
  - Who is receiving the license (Licensee)?
- ◆ **Description of Licensed Work**
  - What specific artwork, logo, or design is being licensed?
  - Attach samples or references to ensure clarity.
- ◆ **Scope of License**
  - **Exclusive vs. Non-Exclusive:** Will only one company have rights, or can multiple entities use the work?
  - **Usage Rights:** Where and how can the artwork be used (e.g., apparel, posters, digital content)?
  - **Geographical Limitations:** Is the license for a specific country, region, or worldwide?
- ◆ **Duration of Agreement**
  - Specify the **start date** and **end date** of the licensing rights.
  - Is it a one-time use, or will it renew automatically?
- ◆ **Payment Terms**

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- **Flat Fee vs. Royalties:** Will you be paid a one-time fee, or will you earn a percentage of sales?
- **Payment Schedule:** When and how will payments be made (monthly, quarterly, annually)?
- **Advance Payments:** Any upfront fees before production?

### ♦ Attribution & Credits

- Will your name or signature appear with the artwork?
- How should the artwork be credited in marketing materials?

### ♦ Modifications & Derivative Works

- Can the licensee modify or alter your work?
- Who owns the rights to new versions of your artwork?

### ♦ Termination Clause

- Under what conditions can either party end the agreement?
- What happens to the licensed artwork after termination?

### ♦ Dispute Resolution

- How will disagreements be handled? (Mediation, arbitration, legal action?)
- Which country's laws will govern the agreement?

## Step 3: Protect Yourself

- ✓ **Consult a Lawyer:** Before signing, get legal advice to ensure fairness.
- ✓ **Register Your Copyright/Trademark:** This strengthens your legal standing in case of disputes.
- ✓ **Keep Records:** Store copies of the agreement and all related correspondence.
- ✓ **Define Clear Terms:** Avoid vague language—be specific about rights and obligations.

## Final Thoughts

A Licensing Agreement can help you monetize your artwork **while maintaining control** over how it's used. Take the time to carefully negotiate terms and protect your rights. If in doubt, seek professional guidance to secure a fair and legally sound agreement.

## End of Checklist

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