NFT Licensing Agreement Template

Sample Case Details

- Licensor Name: Michael Thompson
- Licensee Name: Digital Art Ventures, LLC
- Licensor's Address: 123 Creative Way, Brooklyn, NY 11201
- Licensee's Address: 789 Blockchain Avenue, San Francisco, CA 94105
- NFT Title: "Ethereal Visions"
- Issue: Granting the Licensee limited rights to use, display, and monetize the NFT while retaining the creator's ownership rights.
- Effective Date: August 1, 2023
- License Type: Non-Exclusive, Non-Transferable
- Royalty Structure: 10% on each secondary sale
- License Term: 5 years from the effective date
- Governing Law: State of California

This NFT Licensing Agreement ("Agreement") is entered into as of August 1, 2023, by and between Michael Thompson, residing at 123 Creative Way, Brooklyn, NY 11201 ("Licensor"), and Digital Art Ventures, LLC, a company located at 789 Blockchain Avenue, San Francisco, CA 94105 ("Licensee").

1. Grant of License

The Licensor hereby grants the Licensee a non-exclusive, non-transferable license to use, display, and monetize the NFT titled "Ethereal Visions" by the terms set forth in this Agreement. The Licensee is permitted to use the NFT for digital display, promotional activities, and resale within blockchain-based marketplaces but may not modify, reproduce, or create derivative works without explicit written consent from the Licensor.

2. Ownership & Intellectual Property

The Licensor retains full ownership and copyright of "Ethereal Visions". This Agreement does not transfer any intellectual property rights to the Licensee, except for the limited rights expressly granted herein. The Licensee acknowledges that ownership of the NFT does not equate to ownership of the underlying intellectual property.

3. Royalties & Compensation

The Licensee agrees to pay the Licensor a 10% royalty fee on each secondary sale of the NFT, facilitated through any blockchain-based platform supporting smart contract-enforced royalty payments. All payments shall be made in cryptocurrency (ETH or USDC) to the Licensor's designated wallet.

4. Duration & Termination

This Agreement shall remain in effect for 5 years from the Effective Date, unless terminated earlier by mutual agreement or breach of contract. If the Licensee violates any terms of this Agreement, the Licensor reserves the right to revoke the license immediately.

5. Indemnification & Liability

The Licensee agrees to indemnify and hold the Licensor harmless from any claims, damages, or liabilities arising from the unauthorized use of the NFT. The Licensor makes no warranties regarding the value or future appreciation of the NFT.

6. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the State of California. Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in San Francisco, CA.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements or representations.

By signing below, both parties acknowledge and agree to the terms outlined in this Agreement.

Licensor Signature: _____
Date: _____

Licensee Signature: _____
Date: _____

Instructions for Use
- Customize this contract based on the specific NFT licensing terms.
- Ensure both parties review and sign before transferring any licensing rights.
- Keep a signed copy for legal reference.

End of Document

Disclaimer: