

# KATHY'S CARE CARDS, LLC

## Copyright License Agreement for Use of Greeting Card Design

This Agreement is between Kathy's Care Cards, LLC ("KCC"), a limited liability company of the State of Ohio, having a place of business at 700 Granby Place East, Westerville, Ohio 43081 and \_\_\_\_\_ ("Author"), an individual residing at \_\_\_\_\_.

### 1. DEFINITIONS.

"Artistic Work" is a photograph, drawing, painting, or other 2-dimensional pictorial or graphic work or a poem, verse or other written work. For the purposes of this Agreement the Artistic Work is (Describe the work in sufficient detail to enable others to know which Artistic Work is covered by this Agreement. Attach a copy of the Artistic Work to this Agreement): \_\_\_\_\_

### 1. WARRANTY.

Author warrants that he/she is the sole author of the Artistic Work and that his/her Artistic Work does not violate or breach any existing copyright, that the Artistic Work is original, that the Artistic Work does not infringe on the rights of others, and that he/she is 18 years of age or older or have had this release signed by my his/her parent or guardian.

### 1. GRANT OF LICENSE.

Author grants to KCC the right in perpetuity to create and distribute an unlimited number of copies of said Artistic Work and derivative works thereof for KCC to use on greeting cards for commercial sale to others. The right to use said Artistic Work in greeting cards granted herein shall be exclusive and Author agrees not to grant to any other person or entity the right to use the Artistic Work which is the subject of this agreement on greeting cards.

### 1. CONSIDERATION AND ACKNOWLEDGMENTS.

In consideration for the Release granted herein, KCC shall indicate on the greeting cards that the Artistic Work is a copyrighted design of Author's.

### 1. ASSIGNMENT.

KCC may assign its rights under this Agreement to any entity acquiring all or a majority portion of KCC.

# KATHY'S CARE CARDS, LLC

## Copyright License Agreement for Use of Greeting Card Design

### 1. RETENTION OF RIGHTS.

Author retains and reserves all rights not specifically granted to KCC including copyright and/or trademark interests in the Artistic Work.

### 1. RELEASE.

Author forever releases and discharges KCC from any and all damages or liabilities of any kind, direct or indirect, past, present, or future in any way related to the use of the Artistic Work or derivatives thereof on greeting cards.

### 1. INTERPRETATION AND INTEGRATION.

This Agreement shall be interpreted and construed according to and under the laws of the State of Ohio. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except in a writing signed by the parties.

I agree to abide by the terms and conditions set forth in this Copyright License Agreement.

Author Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

KCC Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

I, as parent or guardian of the minor who signed the above Agreement, consent to the signing of such release, and agree to defend and hold KCC harmless against any claim that the minor may make (whether before or after reaching the age of minority) in any way related to the use of the Artistic Work or derivatives thereof on greeting cards.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_