



United States Department of the Interior

BUREAU OF LAND MANAGEMENT Upper Missouri River Breaks National Monument

920 NE Main St.
Lewistown, MT 59457
<http://www.blm.gov>
406-538-1900



Licensing Contract with BLM AiR Program Artists to Merchandise Images

AGREEMENT, entered into as of the _____ day of _____, 20____, between _____
[hereinafter referred to as the "Artist"], located at:

_____ and
the Bureau of Land Management, (Site _____) [hereinafter referred to as the "Licensee"], located at:
_____ with respect to the use of a certain image(s) created by the Artist [hereinafter
referred to as the "Image(s)"] for manufactured products [hereinafter referred to as the "Licensed Product(s)"].

WHEREAS, the Artist is a professional of good standing;

and

WHEREAS, the Artist has created the Image(s) which the Artist wishes to license for purposes of manufacture and promotion;

and

WHEREAS, the Licensee wishes to use the Image(s) to create a certain product or products for manufacture and promotion;

and

WHEREAS, both parties want to achieve the best possible quality to generate maximum public response;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties
hereto agree as follows:

- 1. Grant of Merchandising Rights.** The Artist grants to the Licensee the nonexclusive right to use the Image(s),

titled _____

and described as _____,

which was created and is owned by the Artist, as or as part of the following type(s) of merchandise: original artwork
images in digital format created as an Artist-in-Residence at _____
for manufacture or distribution, by the Licensee in the following geographical area: United States, and for the following
period of time: in perpetuity.

- 2. Ownership of Copyright.** The Artist shall retain all copyrights in and to the Image(s). The Licensee shall identify the
Artist as the creator of the Image(s) on the Licensed Product(s) and shall reproduce thereon a copyright notice for the Artist
which shall include the word "Copyright" or the symbol for copyright, the Artist's name, and the year date of first publication.
- 3. Samples.** Licensee shall give the Artist one (1) sample of the Licensed Product(s) for the Artist's
personal use. The Artist shall have the right to purchase additional samples of the Licensed
Product(s) at the Licensee's manufacturing cost plus shipping.
- 4. Promotion.** Licensee shall use its best efforts to promote and distribute the Licensed Product(s).
- 5. Assignment.** Neither party shall assign rights or obligations under this Agreement.

Licensing Contract with BLM AiR Program Artists to Merchandise Images • Page 2.

6. **Nature of Contract.** Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.
7. **Governing Law.** This Agreement shall be construed in accordance with the laws of Montana. Licensee consents to the jurisdiction of the courts of Montana.
8. **Addresses.** All notices and correspondence shall be sent to the Artist at the following address: _____ and to the Licensee at: BLM—_____
9. **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.

Artist:

Print Name

Artist Signature

Licensee:

Bureau of Land Management

By _____

Authorized Signatory

Title