

LICENSING AGREEMENT

This Licensing Agreement (“Agreement”) is entered into this _____ day of _____, 2024, by and between _____, (hereinafter the “Licensee”) and Cindy’s Ceramics (DBA Cindy’s Ceramics & Molds), (hereinafter “Company”), each of them a “Party” and collectively known as the “Parties.”

WHEREAS, Company designs molds for the mass production of collectible ceramic pieces, and Licensee wishes to license, and Company is willing to license, one or more of Company’s molds for casting under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

1.1 Material Under License

Company hereby grants to Licensee a non-exclusive license to use the following mold(s) for casting (referred to herein, whether one or more, as the “Mold”), subject to the terms and conditions herein:

Ceramic mold for the manufacture of earthenware, stoneware, or porcelain greenware and bisque of the above design.

1.2 Specifics of License

- a. Licensee may utilize the Mold solely to cast ceramic pieces for sale worldwide to the general public in the material listed above and may advertise said castings for sale to the general public. Licensee specifically acknowledges that the Mold **may not be cast using any other medium** other than those listed in section 1.1, including but not limited to concrete, wax, plaster, and resin. Licensee acknowledges that the license granted herein is **personal to Licensee**.
- b. Licensee acknowledges that this is a **non-exclusive** license, and that Company may freely enter into similar or identical licensing agreements with others for the licensing of the Mold. Licensee acknowledges that by entering into this Agreement, it is not purchasing any right, title, or interest in the Mold, other than the limited license contained in this Agreement.

1.3 No Transfer of Intellectual Property

Licensee acknowledges that Company is not transferring its intellectual property in the Mold and that the ownership of the original Mold and the copyright therein shall remain vested in Company. Additionally, no rights to cast, reproduce, resell, gift, trade, and/or use molds other than the Mold herein licensed shall be granted to Licensee without a separate licensing agreement.

ARTICLE 2 TERMS OF AGREEMENT

2.1 Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall continue until the earlier of the following: a) Licensee notifies Company that it has stopped casting of the Mold, b) Company notifies Licensee that it is recalling the Mold from casting, c) Licensee ceases business and/or sells its business to any person or entity, even a related Party, or d) Licensee stops selling castings of the Mold. In any case, the notifying Party shall give thirty (30) days' advance notice of termination and comply with the remaining provisions of this Agreement, including but not limited to section 2.2 below.

2.2 Return of Mold to Company

On the expiration of thirty (30) days' notification of termination by either Party, Licensee shall return the original Mold to Company and/or provide sufficient video and/or photographic evidence that the Mold has been destroyed.

2.3 Pricing

Licensee shall pay Company the agreed upon price of \$_____ for the license documented in this Agreement. Company shall receive no other compensation from Licensee, and Licensee shall have the right and ability to set pricing for castings without input or restriction by Company.

ARTICLE 3 COMPANY'S REPRESENTATIONS AND WARRANTIES

3.1 Warranties of Title

a. Company represents and warrants that the Mold is solely the work of Company and/or Company's agents, is unique and original, and does not infringe upon any copyright or the rights of any person. Company has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Mold, or any element thereof or any copyright related thereto, which may affect or impair the rights granted pursuant to this Agreement; Company has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement, and the representations and warranties in this section shall survive the termination or other extinction of this Agreement.

3.2 Warranties of Quality and Condition

a. Company represents and warrants that the Mold was created using professional "workmanlike" standards and free from defective or inferior materials and workmanship that would hinder casting, for a term of one month after receipt of the Mold.

b. If, within one month after receipt of the Mold, Licensee observes any breach of warranty described in this section, Company shall repair or replace the Mold, as appropriate. Licensee shall give notice to Company of such breach with reasonable promptness and shall return the alleged defective Mold to Company with reasonable promptness for evaluation.

c. The foregoing warranties are conditional and shall be voided by the failure of Licensee to maintain and use the Mold in accordance with Company's specifications and the applicable casting standards.

ARTICLE 4 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

4.1 Title

Title to the Mold (including but not limited to its artwork, design, and related materials) shall be retained by Company, and Licensee shall have no right, title, or interest in the Mold, other than the license granted herein.

4.2 Copyright Ownership

Company retains all rights under both state and federal intellectual property laws, other than rights expressly granted to Licensee herein. Company and/or its heirs, successors, and assigns, shall retain the copyright in the Mold as the sole author of the Mold for the duration of the copyright, and may sell and/or assign that right at their discretion. Company's rights in the Artwork include, but are not limited to, rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq. and the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A. Nothing in this Agreement shall serve as a waiver or transfer of those rights, other than those expressly granted to Licensee herein.

4.3 Casting Rights

Company is the sole owner of all rights of in the Mold and retains all rights for both commercial and non-commercial purposes. Licensee acknowledges that the license granted herein only grants the right to produce ceramic castings of the mold and the limited use of images of the castings for advertising purposes. Nothing herein shall grant Licensee the right to use the Mold and/or its image for any other type of use, including but not limited to, merchandise such as t-shirts, coffee mugs, and the like.

ARTICLE 5 MORAL RIGHTS

5.1 Alteration

Licensee agrees that it will not intentionally alter, modify, change, destroy or damage the Mold without first obtaining permission from Company. Licensee further agrees to take reasonable measures to avoid these from occurring from the gross negligence of Licensee, its representatives, or employees pursuant to Company's VARA rights.

5.2 Use of Mold

Licensee agrees that it will not knowingly permit any use of Company's name or the Mold or any image of the Mold in a manner which would discredit Company's reputation, discredit Company's work, violate the spirit of the Mold, and/or place Company and/or the Mold in a negative light.

ARTICLE 6 NO RELATIONSHIP

By entering into this Agreement, Company and Licensee are not intending to create any type of employment and/or work for hire and/or agent/principal agreement. Neither Party may hold itself out to be an agent, employee, or contractor of the other Party and shall take steps to ensure that third parties are aware of the limited scope of the relationship between the Parties.

ARTICLE 7 ASSIGNMENT OF AGREEMENT

Licensee agrees that this Agreement shall not be assigned, sublet, or transferred in any way. Any attempt by Licensee to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect unless prior express written consent is given by Company.

ARTICLE 8 TERMINATION

8.1 Default

If either Party shall violate any of the covenants, agreements, or stipulations contained in this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

8.2 Return of Mold

In the event of termination for any reason, other than a warranty claim under article 3, Licensee shall follow the procedures set forth in section 2.2 of this Agreement. For article 3 claims, Licensee shall follow the procedures therein.

8.3 No Waiver of Rights

Termination, with or without cause and/or breach, shall not affect, alter, or modify any of Company’s rights under sections 4 and 5.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Notices

Notices under this Agreement shall be delivered personally or via certified mail, return receipt requested, to the addresses stated below (or other address designated by a Party). Notice shall be deemed effective on the date personally delivered or three (3) days after the postmarked date.

For Licensee:

For Company:
Cindy's Ceramics (DBA Cindy's Ceramics & Molds)
2606 Alvey Drive, Haymarket, VA 20169-1204

9.2 Waiver

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

9.3 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

9.4 Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person, or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Virginia or to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions, or provisions of this Agreement are capable of execution.

9.5 Choice of Law

The validity, interpretation, performance, and enforcement of this agreement shall be governed by and interpreted in accordance with the laws of the state of Virginia, and the parties agree that any action, suit, or proceeding arising out of this agreement shall be brought in the U.S. District Court for the Eastern District of Virginia.

9.6 Force Majeure

No party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence. Force Majeure shall include but not be limited to, the following: acts of non-parties to this Agreement, acts of God, acts of a governmental authority, embargoes, epidemics, war, riots, insurrections, acts of terrorism, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems, or unavailability of parts or materials.

9.7 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation.

9.8 Execution and Effective Date

This Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties have executed this Agreement on the dates set forth under their signatures to be effective as of the ____ day of _____, 2024.

For Licensee:

For Company:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____