CREATIVE RIGHTS AGREEMENT

This Creative Rights Agreement ("Agreement"), dated this [EFFECTIVE DAY] day of [EFFECTIVE MONTH], [EFFECTIVE YEAR], is by [COMPANY NAME], a [COMPANY STATE OF FORMATION] [COMPANY ENTITY TYPE], with a principal business address at [COMPANY ADDRESS] ("Company") and [VENDOR NAME], a [VENDOR STATE OF FORMATION] [VENDOR ENTITY TYPE] with its principal business address at [VENDOR ADDRESS] ("Vendor"). These parties agree that all rights and benefits of Company in this Agreement also extend to its affiliated companies, [AFFILIATE 1], [AFFILIATE 2]. and [AFFILIATE 3], and Company's product Suppliers.

From time to time, Company may desire Vendor to create or develop advertising or marketing concepts or ideas, brands, trademarks, inventions, original works of authorship, tangible and intangible property, and associated materials ("Works") for the sole benefit of Company and the unencumbered use by Company in the course of its business; and Vendor may create such Works for Company. Due to their nature as promotional materials created for the sole use and unencumbered benefit of Company, it is understood that Company requires exclusive ownership of the Works.

In consideration of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties now agree as follows:

1. SCOPE. This Agreement shall apply to any services performed and Works created by Vendor for Company after the date of this Agreement, and whether requested by Company via work order, written agreement, telephone, facsimile, email, oral agreement, or other means.

2. TERM. This Agreement shall commence on the date set forth above, and shall extend until terminated by Company upon notice to Vendor.

3. OWNERSHIP OF WORKS IN COMPANY. All rights, title, and interest to the Works created or developed by or for Vendor after the date of this Agreement shall belong to Company. All copyrightable Works developed by or for Vendor hereunder shall be considered "works for hire" under the Copyright Act, and as such, all right, title, and interest therein, including copyright, shall belong to Company. To the extent that any Works referenced herein do not qualify as "works for hire," Vendor hereby irrevocably assigns and agrees to irrevocably assign to Company and shall require anyone working for Vendor to irrevocably assign to Company all rights, title, and interest, including copyright, in and to such Works.

 Complete ownership of Works, works for hire and any other work performed by Vendor and its agents for Company passes to Company upon payment of Vendor's invoices previously approved by Company, or upon the mutual settlement of such accounts by Company and Vendor. Vendor or its agents may not withhold such ownership rights by non- acceptance of payment. Vendor retains ownership to any material or ideas offered to and rejected by Company, and may submit such rejected material or ideas to other clients provided that such submission does not involve the release or disclosure of Company's confidential information, business or methods of operation.

4. VENDOR WARRANTY. Vendor warrants that Works which it delivers to Company pursuant to this Agreement are original with Vendor, are unencumbered by ownership claims from any third party, and do not and will not violate the rights of any third party.

5. INDEMNITY. Vendor agrees to indemnify and hold harmless Company, including its affiliates, and all related entities, from any and all costs and expenses, claims, demands, liabilities, damages, and money judgments, including attorneys' fees (whether incurred in a third party action or in an action brought to enforce this Agreement) arising out of or in any way connected with the creation or development of Works by or for Vendor, including, but not limited to, any and all direct or indirect results of the Vendor's breach of the warranty contained in Paragraph 4 hereof. Company agrees to indemnify Vendor from all third-party claims which may arise from the use of creative material supplied by Company.

6. INSURANCE. Vendor shall maintain a comprehensive liability insurance policy with limits not below $1 million per occurrence, $1 million aggregate liability, and $1 million of professional liability, with an insurer reasonably acceptable to Company, and shall name Company and its affiliates as additional insureds under such policy. Prior to providing services to Company and at any other time upon Company's request, Vendor will provide Company with an insurance certificate from its insurer showing Company and its affiliates as additional insureds.

7. NONDISCLOSURE. All information, concepts, ideas, or other materials provided to Vendor by Company or which come to be known by Vendor in the course of performing services for Company will be maintained by Vendor in complete confidence, will not be disclosed to any third party, and will be used solely for the purpose of performing services for Company. All documentation, work papers, or other materials evidencing Vendor's work for Company ("Work Product") shall belong to Company and shall be similarly maintained in confidence. Vendor will make no use of the Work Product during or after the term of this Agreement except to perform services requested by Company. All information and materials received by Vendor from Company and/or Work Product will be returned to Company upon request and at no additional cost.

8. OTHER CREATIVE. Prior to any project initiation on behalf of Company, Vendor will disclose and represent any and all usage, talent, photography and other related fees, including but not limited to any extended use fees, for pick-up art, photography, talent and related creative elements. Vendor warrants the accuracy and completeness of such representations, that the inclusion of such other creative elements in a Company project shall be without violation of third party rights, and Vendor agrees to indemnify and hold Company harmless from any such claims. Upon payment of the quoted fees, Company will own the right to use such creative elements for all purposes without further compensation. Company retains the right to purchase the limited use of particular creative material, and hereby relies upon Vendor for the proper quotation of such limited use fees.

9. GENERAL. This Agreement supersedes all previous representations, understandings, or agreements, oral or written, between the parties concerning the subject matter of this Agreement and contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, excluding its conflicts of laws principles. The terms of this Agreement shall survive its termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

[COMPANY NAME]

By:

[COMPANY SIGNATORY NAME]

[COMPANY SIGNATORY TITLE]

[COMPANY DATE OF SIGNATURE]

[VENDOR NAME]

By:

[VENDOR SIGNATORY NAME]

[VENDOR SIGNATORY TITLE]

[VENDOR DATE OF SIGNATURE]