



Purchaser's License Agreement

Licensee: _____

Image(s): _____

Purpose: _____ Use where the cartoon will be part of a publication (not the cover and printed at less than half page size) made available to people outside the purchasing organization. This includes print publishing use where the image is part of the editorial content of the publication. Publication is only permitted in one of the following categories: newspapers, magazines, books, catalogues, brochures, post cards, direct mailings or other print media sold, taking paid advertising, or used to promote a commercial organization.

Publication: _____

Country of Publication: _____

Fee Amount: _____ per image.

When Payable: _____

License

WaterCreek, LLC grants the Licensee a non-transferable, non-exclusive right to use image(s) stated above. This license is valid only with respect to the image(s), provided the applicable license fee stated above is paid within the time period set out above.

This license grants the Licensee only the use of the image(s) for the purpose stated above. The Licensee may not use the image for any other purpose without prior written agreement from WaterCreek, LLC.

The image user may not publish a modified version of the image(s) or any part of the image(s) without prior written agreement from WaterCreek, LLC. The Licensee may however modify the image(s) color/hue/saturation/levels/curves/size/aspect ratio and caption font to their satisfaction without prior agreement from WaterCreek, LLC.

The specified image(s) may not be sold or sub-licensed alone or as part of any product other than the product/publication to which this license refers. Use of the image(s) on or in a product does not grant or purport to grant the right to duplicate or distribute the image(s) to any third party or end user.

_____ Initial

General

Pornographic, defamatory, libelous or otherwise unlawful use of the image(s) is prohibited. Where a credit is required, the following wording will be displayed in the immediate vicinity of the image(s): "© Lane Osborne. All Rights Reserved."

All rights to the image(s) are owned by WaterCreek, LLC and are protected by United States or appropriate local copyright laws, international treaty provisions and other applicable laws. The license will terminate automatically without notice from WaterCreek, LLC should the Licensee fail to comply with any provision of this agreement.

For reasons of satirical comment or parody some cartoons may include a trademark, trading name, individual's name, otherwise copyrighted term or a feature of the rights of publicity of an individual (collectively "third party intellectual property"). The permissibility of mentioning trademarks and other forms of third party intellectual property within the work depends on the specific use of the cartoon and the country/jurisdiction in which it is being used. WaterCreek, LLC can never be aware of all case law and statute in all countries, therefore ensuring that use of a cartoon incorporating such third party intellectual property is acceptable in any specific context is the responsibility of the Licensee and WaterCreek, LLC does not give any warranty in this respect.

The Licensee shall, upon request, provide a copy to WaterCreek, LLC of any publication containing image(s) licensed from WaterCreek, LLC.

WaterCreek, LLC: _____ Date: _____

Licensee: _____ Date: _____