

ARTIST-PUBLISHER LICENSE AGREEMENT

This ARTIST-PUBLISHER LICENSE AGREEMENT (the “Agreement”) is made this <date> (the “Effective Date”) between Apex Publications, LLC PO Box 24323, Lexington, KY 40524 (the “**Publisher**”), and <artist name> (the “**Artist**”), concerning the artwork titled “<artwork name>”, and attached hereto as Exhibit A (the “**Work**”).

NOW THEREFORE, for the consideration and mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Grant of Rights.** The Artist hereby grants the Publisher the non-exclusive, worldwide, paid-up, royalty free right to use the Work for the limited purpose of cover art for Apex Magazine and for promotional purposes to promote and market Apex Magazine, in the Publisher’s sole discretion. The Publisher acknowledges and agrees that it is acquiring no ownership right, title, or interest to the Work pursuant to this Agreement.
2. **License Fee.** The Publisher shall pay the Artist a license fee in the amount of \$XX.XX (the “License Fee”). The License Fee shall be due and payable to the Artist upon receipt and approval of the Work. Payment options are limited to checks and PayPal. Any bank fees or wire transfer charges will be deducted from the artist’s payment.
3. **Term.** This Agreement shall commence upon the Effective Date, and shall expire upon the Publisher removing Apex Magazine from publication for any reason. Upon expiration, the Publisher’s rights to use the Work shall expire, except for any copies of Apex Magazine still in digital format.
4. **Free Digital Copies of the Work.** The Publisher agrees to present to the Artist one free copy of the eBook edition of the Work in the following digital formats: PDF, mobi, and ePub.
5. **Representations and Warranties of Artist.** The Artist hereby represents and warrants to the best of their knowledge that (i) they have full authority to enter into this Agreement; (ii) that entering into this Agreement does not violate or infringe upon the contractual or other rights of any third party; and (iii) that the Artist has full legal and beneficial right, title, and interest in and to the Work.
6. **Indemnification and Hold Harmless.** The Artist will indemnify the Publisher against any loss, injury, or damage finally sustained (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher) occasioned to the Publisher in connection with or in consequence of an intentional breach of one or more the foregoing warranties, for which the Publisher has no coverage under its insurance policies. The Publisher will add the Artist to any insurance policy it may have which would insure against such loss, injury, or damage unless doing so is impractical. Legal representation and the decision to settle will be made in consultation between the Artist and Publisher, and neither may proceed without the approval of the other, not to be unreasonably withheld.
7. **Credit.** The Artist shall be credited as the creator of the Work in the Book. The Publisher shall include in each copy of the magazine distributed by the Publisher the following copyright notice: **Cover Art Copyright © <artwork name> by <artist name> with respect to the Work.**
8. **Reversion of Rights.** In the event that the Publisher shall be adjudicated bankrupt, or a receiver or trustee shall be appointed for all or substantially the entire Publisher’s assets, or if the Publisher shall seek to take advantage of any insolvency law, this Agreement shall immediately terminate and all rights hereby granted to the Publisher shall revert automatically to the Artist.
9. **Governing Law; Choice of Venue.** This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of law rules) of the Commonwealth of Kentucky. In the event of any dispute arising between the parties under this Agreement, venue for such dispute shall be within the federal or state courts located in Lexington, Kentucky. All rights not specifically granted herein are reserved by

the Artist.

The parties acknowledge that each has read and understood this contract before execution.

EXHIBIT A

The Work