

■
TERRACOTTA
design build co.

LIMITED LICENSE AGREEMENT

This LIMITED LICENSE AGREEMENT ("Agreement") is made and entered into as of
November 11, 2019 ("Effective Date"), by and among:

Terracotta Properties LLC dba Terracotta Design Build ("Terracotta")
403 West Ponce de Leon Ave
Suite #215
Decatur, GA 30030

and

_____ ("Requestor") [fill in company name and address]

AGREEMENT

1. License. On the condition that Requestor satisfies each of the conditions set forth in Section 2 below, Terracotta hereby grants to Requestor a nonexclusive, non-assignable, non-sublicenseable and limited license to make the Specified Use of the Specified Images (the "License").

2. Conditions. In consideration of the License, Requestor agrees that:

- a. Terracotta Design Build will be compensated a total sum of **TBD** dollars;
- b. unless otherwise expressly agreed by Terracotta in writing, the Specified Images shall be reproduced without alteration, manipulation, or overprinting;
- c. notwithstanding the generality of the foregoing, Requestor shall have the right to digitally enhance the color and/or opacity of the Specified Images;
- d. the following credit lines shall accompany each Specified Use of each Specified Image: "Design and construction by Terracotta Design Build. copyright xxx. All rights reserved."; "Photography by Jeff Herr"
- e. each instance of a credit line shall be made available as follows:

Published Materials: the credit line shall appear on the same or facing page as the image or on a separate photo credits page. Each individual image used must be credited individually.

Films, Filmstrips, and Video Presentations: include the credit within the "Sources for Illustrations/Images" or "Credits" section of the production.

Exhibitions: the credit should appear in the exhibition area, preferably directly below or adjacent to the original copy.

Web use: the credit should appear either adjacent to the image or in a "Sources of Illustrations/Images" section. No Image used by Licensee will exceed 1 mega pixel dimension (1600 x 1200 pixels) for web use.

3. All rights retained. Terracotta and its assignees, retain sole and exclusive title in the copyright to any Specified Images created or supplied pursuant to this agreement.

4. Notices. All notices and requests which are required or permitted to be given in connection with this agreement shall be addressed as follows:

To Terracotta:

ILI Hidalgo-Nilsson, Managing Member
403 W Ponce de Leon Ave, #215
Decatur, GA 30030
marketing@terraccottadesignbuild.com

To Requestor: [fill in address and email for contact person]

5. Governing Law. This Agreement shall be construed and controlled by the laws of the State of Georgia (excluding conflict of laws principles) and applicable federal laws, and each party consents to exclusive jurisdiction and venue in the state or federal courts of Atlanta, Georgia for any disputes arising out of this Agreement. Each party waives all defenses of lack of personal jurisdiction for any disputes arising out of this Agreement. Process may be served on either party in the manner authorized by applicable law or court rule.

6. No Construction Against Drafter. This Agreement results from negotiations between the parties and their respective legal counsel, and each party acknowledges that he or it has had the opportunity to negotiate modifications to the language of this Agreement. Accordingly, each party agrees that in any dispute regarding the interpretation or construction of this Agreement, no statutory, common law or other presumption shall operate in favor of or against any party hereto by virtue of his or its role in drafting or not drafting the terms and conditions set forth herein.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements or communications as to such subject matter, all of which are merged and fully integrated into this Agreement. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Terracotta and Requestor by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by duly authorized representatives as of the Effective Date.

TERRACOTTA PROPERTIES LLC
dba Terracotta Design Build

By: 

ILI HIDALGO-NILSSON
Managing Member

(COMPANY NAME)

By: _____

Name (print): _____

Title: _____

EXHIBIT A

(Specified Images)



Design and construction by Terracotta Design Build, copyright 2016. All rights reserved.
Photography by Jeff Herr.

**EXHIBIT B
(Specified Use)**

Check all that apply.

Media:

☐ n/a ☐ Any and All Media: covers All Print and Electronic.

☐ n/a ☐ All Print: Anything printed onto a two-dimensional surface including but not limited to newspaper, magazine, collateral, trade show and direct mail.

☒ ☐ **Newspaper, Book and Magazine: Third party print publications.**

☐ n/a ☐ Direct Mail: Pieces that are mailed to isolated zipcode areas.

☐ n/a ☐ Trade Show: Booths or materials used in a trade show.

☐ n/a ☐ Electronic: Anything distributed through Internet or Social Media portals.

Usage Limits:

☐ n/a ☐ Unlimited time use

☒ ☐ **Single time-use or single-run edition print**

☐ n/a ☐ Temporary use as specified hereto: ☐ n/a ☐