



# ROMA COSTUMES, INC. REVOCABLE IMAGE LIMITED LICENSE AGREEMENT

2501 N. ONTARIO STREET | BURBANK, CA 91504  
TEL: (818) 565-3536 | FAX: (818) 565-3524 | SALES@ROMACOSTUME.COM

This REVOCABLE LICENSE AGREEMENT (this “Agreement”), is entered into as of \_\_\_\_\_ (“Effective Date”) by and between Roma Costumes, Inc. (“Roma”), a California Corporation, and \_\_\_\_\_ (“Customer”).

**RECITALS:** WHEREAS, Roma is a manufacturer of certain products and Customer is a distributor of Roma’s products and Roma is the legal owner of (i) certain photographs, other images, videos, or other media of any kind of nature related to Roma’s product and Roma or (ii) all photographs, images, videos, or other digital media of any kind or nature provided by Roma to Customer from any time prior to and/or after the Effective Date (the “Images”); Customer desires to use the Images in connection with the sale, distribution, advertising, or promotion of Roma’s products; and, Roma desires to grant Customer a limited use of the Images as stated herein and on the terms herein to aid Customer in sale of Roma’s products.

## TERMS OF AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- LICENSE.** Subject to the terms of this Agreement, Roma hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use and reproduce the Images solely for the purpose of and strictly related to the sale of Roma’s products. Any use of the Images by Customer will be at Customer’s sole and absolute expense. Customer must use images solely for the promotion or sale of Roma’s products. Customer must not use Images in any unlawful manner. Customer may not affiliate the Images with adult novelty items, sexual items, or gentleman’s clubs and other adult services. Customer must use images solely for the promotion or sale of authentic Roma products obtained directly by Customer from Roma or authorized distributors of Roma. Customer may scale Images in size for their intended purpose on the condition that no portion of the visual is eliminated or cut off. Customer must never distort, blur, alter, or modify the Images, whether intentionally or otherwise, or display the Images in poor quality or resolution. Roma may revoke the license at its sole discretion at any time and for any reason or no reason whatsoever. The rights listed herein are exclusive, and all other rights inconsistent with this Section are hereby expressly denied. Roma reserves all rights that are not expressly enumerated herein.
- COPYRIGHT/TRADEMARK NOTICE.** Customer shall display a copyright notice included in all uses of the Images. If no such copyright notice is included in the use of the Images, Customer shall use the following notice: “© [Year] Roma Costumes, Inc.” The year of the copyright must be updated year by year. Failure to comply will result in the automatic revocation of this license.
- CUSTOMER’S WARRANTIES.** In consideration for the grant of license herein and as material inducement into entering in this contract, Customer hereby warrants and represents that Customer has never and will never purchase any counterfeit and/or non-authentic Roma products. A violation of this provision will result in the revocation of the license and Customer shall also be liable to Roma for any actual damages caused by the purchasing of counterfeit Roma products. Customer also warrants that they have full, unfettered power and authority to do so on behalf of themselves and/or Customer and all necessary authorizations have been obtained.
- UPDATES AND REVISIONS.** Roma reserves the right to unilaterally change or amend the terms and conditions of this Agreement at any time and for any reason without specific notice to the Customer. The latest Agreement will be posted on the website, and it is strongly recommended that the Customer review this Agreement prior to using the Images.
- LIMITATION OF LIABILITY.** ROMA DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE IMAGES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ROMA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES, COSTS, OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF ROMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS, OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. ROMA SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE IMAGES BY CUSTOMER OR THE CONTEXT IN WHICH LICENSED MATERIAL IS USED IN CUSTOMER’S WORK.
- INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.** Notwithstanding anything to the contrary in this Agreement, Roma owns and will continue to own the intellectual property, know how, and/or proprietary rights that are associated to, related to and/or otherwise a part, element, and/or component of Roma products that are protected by United States laws and applicable international laws, treaties, and conventions concerning, but not limited to, patents, trademarks, copyrights, trade secrets and/or any other legal or equitable doctrines of law that grant the originator of works exclusive rights thereto (the “Intellectual Property”). The Intellectual Property is being non-exclusively licensed for the limited purposes stated herein and neither assigned, exclusive licensed, nor sold under this Agreement. Roma shall remain the exclusive owner of the Intellectual Property and no transfer of ownership of the Intellectual Property shall have been deemed to have occurred by the execution of this Agreement.

Initials: \_\_\_\_\_



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7. **INDEMNITY.** Customer agrees to indemnify, defend, and hold Roma, its shareholders, officers, directors, subsidiaries, employees and agents, and successors and assigns of each of the foregoing, free and harmless from and against all demands, claims, action, causes of action, lawsuits, judgments, costs, expenses, and other liabilities of every nature, including attorney’s fees, arising from Customer’s use of Images or from Customer’s advertisement or sale of Roma’s products.

8. **PAYMENT FOR UNAUTHORIZED USE.** In the event that the Customer uses any of the Images outside of the scope of the rights granted in this Agreement or pursuant to a License Agreement, the Customer agrees, without prejudice to any other rights or remedies available to Roma and/or its licensors, to pay within thirty (30) days of such unauthorized use an amount equal to one thousand dollars (\$1,000). Customer acknowledges that this Section is an essential condition of the rights granted to Customer hereunder. This Section is servable and shall survive any termination or expiration of the rights granted hereunder.

9. **TERM AND TERMINATION.** The “Initial Term” of this Agreement shall commence on Effective Date and shall continue for a period of Year of 2023 from such date and terminate on 01 / 01 / 20 24 . After the Initial Term, this Agreement may be renewed on a one (1) year basis if Roma consents in writing prior to the end of the Term. “Term” shall mean the Initial Term together with any agreed renewal periods. However, notwithstanding the former, Roma may at its sole discretion terminate this Agreement at any time with or without cause. Upon termination, the license herein shall be deemed revoked and Customer must: (i) not identify itself as a distributor of Roma’s products authorized under this Agreement; (ii) discontinue its use of advertising that includes any Roma product except as otherwise agreed by the parties with respect to Customer’s inventory at such time; and (iv) return and destroy any and all copies, in whatever media, of any of the Images, including all documents and other tangible and/or intangible objects containing or representing the Images. All obligations of the parties which expressly or by their nature survive the expiration or termination of this Agreement, including the parties’ confidentiality and indemnity obligations, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

10. **MISCELLANEOUS.** The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by and constructed in accordance with the laws and the State of California without regard to principals of conflicts of law. Any suit, action, or proceeding arising directly or indirectly from this Agreement shall be litigated only in courts located within the county of Los Angeles and the state of California. Each party agrees that a fax or email signature shall be considered the same as an original signature for purposes of this Agreement and that this Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument. Any headings contained herein are for convenience only and shall not affect the construction hereof. This Agreement does not constitute an offer by Roma and it shall not be effective until signed by both parties. This Agreement, the licenses granted hereunder, or the interests or duties contained herein may not be assigned, delegated, or transferred by Customer. This Agreement shall be deemed servable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement for themselves and/or on behalf the Customer. In the event either party shall be successful in any suit for damages for any breach of this Agreement, including nonpayment of amounts due, or to enforce this Agreement, such party shall be entitled to recover its reasonable legal fees, costs, and expenses incurred in any such action in addition to any other relief granted.

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**List any and all websites, as well as the platform which will be used to sell Roma products...**

Website(s)/Platform:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**List any and all auction sites (with Seller ID) which will be used to sell Roma Products...**

Auction Site	Seller ID
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(Images found on any website and/or auction site not listed above subject to removal and/or legal action)

**In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:**

Roma:  
Roma Costumes, Inc., a California Corporation

Customer:

By: Roma Costume, Inc.

Company: \_\_\_\_\_

Name: Saeed Fard

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_