

Terms of Use of Copyrighted & Trademarked “Intellectual Property”

ELIGIBILITY:

1. Ministries, churches, charities, educational institutions, dealers and some individuals may use Greiner copyrighted and trademarked “Intellectual Property” (ie. photographs & images of Greiner art or the Artist, names, logos & copy) under specific conditions for approved purposes, for designated periods of time, without cost.
2. If Greiner copyrighted and trademarked “Intellectual Property” is properly acknowledged and legally protected by the user, authorized individuals and organizations may use this material.
3. All Greiner art, photography of the artwork, designs, logos, written copy, video and audio reproductions are protected by both copyright and trademark registration, and cannot be used without prior written permission from **Max Greiner, Jr. Designs**.
4. Normally, Greiner artwork, images, logos or names may not be used to create any “products” for commercial use, or sale, as a new product, or part of another product, without a formal Licensing Agreement with **Max Greiner, Jr. Designs**. Greiner copyrights and trademarks are never for sale. Only authorized “limited use” is allowed.
5. Any unauthorized use or reproduction of any Greiner creations, photographs of Greiner art, or the Artist, for any purpose will constitute copyright and trademark infringement of Greiner rights, and possibly the rights of others legally licensed to reproduce, or use Greiner designs.
6. Approved “short-term” uses may include photographs, designs, art images, names, and copy used on ministry programs, church bulletins, invitations, Christmas or Easter greeting cards, brochures, literature, magazine articles, newspaper articles, graphic displays, overhead projection graphics, set designs, pageants, plays, and in the advertising and promotion of non-profit ministry activities and functions, such as meetings, conferences and revivals.
7. Approved “long-term” uses may include website graphics, overhead projection graphics, stationery, book covers, illustrations, awards, certificates, video and audiotape reproductions. Ministry logos, in rare cases may incorporate Greiner images, or names. Requests will be evaluated on a case-by-case basis.

TERMS OF USE:

1. All requests by individuals or organizations to use Greiner “Intellectual Property” (ie. trademarked names, copyrighted artwork, designs, images, photography, copy, audio and video segments) must be submitted in writing to **Max Greiner, Jr. Designs**. This request must specifically state the user’s name, intended use, purpose, manner and duration of use. A signed letter (or this signed **Image Use Program** form) must be submitted to **Max Greiner, Jr. Designs**, acknowledging full agreement to be bound by all the TERMS OF USE stated in this document.
2. A signed Acknowledgement must be received in writing from **Max Greiner, Jr. Designs** before any use of Greiner intellectual property is allowed.
3. Anytime images or photographs of Greiner artwork are used, the copyright notation and the correct trademark notation must also be used with protected trade names (ie. “*Divine Servant*”®, “*Fisher of Men*”®,

“The Great Commission”[®], “The Coming King”[®], “Christian Butterfly”[®], “Sword of the Spirit”[®], “Lion of Judah”[™], “Isaiah Eagle”[™], “Man on Fire”[™], “Woman on Fire”[™], “The Empty Cross”[™].) Note that the **“Christian Butterfly”[®]** logo (image) is also a registered trademark of **Max Greiner, Jr. Designs**.

4. Anytime Greiner artwork, photographs of Greiner artwork, images, designs, copy, or audio or video segments are used in any form, the following copyright and trademark notation must be clearly stated legibly, near or on the “Intellectual Property”. This notice maybe horizontal or vertical. A sample of the minimum required statement is as follows:

“Divine Servant”[®] is the copyrighted & trademarked creation of Christian artist, Max Greiner, Jr. of Kerrville, Texas © (**www.maxgreinerart.com**)

5. Anytime Greiner “Intellectual Property” is used on a website, in addition to the proper copyright and trademark notices, a “hyper link” must be provided to the **Max Greiner, Jr. Designs** website (**www.maxgreinerart.com**) at no cost to Greiner as long as Greiner images are used.

6. After approval, **Max Greiner, Jr. Designs** can provide photographic images and copy electronically, via the Internet. Hundreds of professional quality photographs of Greiner artwork are available on request. Please specify the exact images, angles, backgrounds and resolution needed.

7. At least one good “sample copy” showing the use of Greiner “Intellectual Property” must be provided to **Max Greiner, Jr. Designs**, after initial use or “publication”. New uses, different language editions, or variations of the use of Greiner “Intellectual Property” require new authorization. Reprints of identical, previously approved uses only require annual renewal of reproduction rights.

8. Any rights granted by **Max Greiner, Jr. Designs** automatically expire one year from the day permission were originally granted in writing. Additional one year terms may be allowed, if requested in writing annually, assuming the TERMS OF USE have been observed during the previous year.

I agree to be bound by the TERMS OF USE as stated in this document. Below is a detailed description of our intended use of Greiner Intellectual Property:

Signature: _____ Name: _____

Title: _____ Date: _____

Organization: _____

Address: _____

Website: _____ Email: _____

Phone: _____ Fax: _____

Greiner

Approval by: _____ Title: _____ Date: _____