

# Licensing Instructions for the USA 250th Anniversary Mural

## Key Considerations for Licensees

To ensure the integrity, consistency, and proper use of the USA 250th Anniversary Mural, all licensees must comply with the following guidelines. These conditions protect the mural's branding while allowing approved usage across different sectors.

### 1. Proper Use of the USA 250th Anniversary Mural Name

#### Official Name:

USA 250th Anniversary Mural by Steve & Rosemary Vasquez Tuthill

#### Allowed for:

- Marketing and promotional materials for officially licensed partners
- Website, print, and digital campaigns featuring mural sponsorship or licensing

#### Restrictions:

- The name cannot be altered, abbreviated, or repurposed (e.g., "250 Mural" or "America's 250th Art Project", etc.)
- Licensees must always provide credit to Steve & Rosemary Vasquez Tuthill
- No political, misleading, or co-ownership claims are allowed beyond approved mural licensing

### 2. Mural Image & Vignettes Usage Guidelines

#### Allowed for:

- Full mural use is exclusive to higher licensing tiers (see Licensing Tiers section)
- Vignette-based licensing is available for select commercial partners (e.g., product packaging, advertisements)

#### Restrictions:

- No cropping, color modifications, or artistic alterations unless explicitly pre-approved
- No isolated use of individual mural elements (e.g., extracting specific historical figures for separate branding)
- Licensees must follow placement guidelines to maintain the mural's artistic and historical context

### 3. Official 250th Anniversary Logo Usage

#### Allowed for:

- Official mural sponsors and licensed partners only
- Co-branding on promotional materials, sponsorship recognitions, and limited-edition merchandise
- Placement on select licensed products for approved commercial licensees

**Restrictions:**

- The logo cannot be altered, recolored, or repurposed outside of official guidelines
- It cannot be placed on non-licensed products, including third-party resale without an official licensing agreement
- Minimum size, clear space, and placement approval are required for all digital and print materials

<b>Retail &amp; Merchandise Licensing Tiers</b>						
<b>For companies selling mural-themed products, the following licensing tiers apply:</b>						
<b>License Tier</b>	<b>Product Scope</b>	<b>Term Length</b>	<b>Upfront Fee</b>	<b>Royalty Rate</b>	<b>Max Licenses Available</b>	<b>Approval Needed?</b>
Tier 1: Small-Scale Merchandise	Apparel, mugs, posters, stickers (under 10,000 units)	1-Year	\$5,000	10% on net sales	Open licensing (no industry exclusivity)	Yes – Must submit sample products
Tier 2: Mid-Tier Licensing	Limited-edition prints, collectibles, specialty goods (10,000 - 50,000 units)	2-Year	\$15,000	7.5% on net sales	10 per category (e.g., 10 apparel, 10 collectibles)	Yes – Pre-production approval required
Tier 3: Exclusive Licensing	Premium, high-end products and investment-grade memorabilia (Over 50,000 units)	3-Year	Custom quote (Starts at \$50,000)	5% on net sales	1 per industry category (e.g., only 1 luxury apparel company, 1 fine art print manufacturer)	Yes – Full legal review and contract required

**Additional Notes****Exclusivity Clause:**

- Tier 3 licensees receive category exclusivity, such as one official jewelry company or one premium art print company
- Tiers 1 and 2 allow multiple vendors, but approval is still required

**Royalty Collection:**

- Quarterly royalty reporting is required, and licensees must submit detailed sales reports
- Royalty rate is based on net sales, which excludes discounts, returns, but includes pre-tax revenue

**Product Approval Process:**

- Licensees must submit pre-production samples for brand review
- Digital mockups are required for approval before launch

**Expiration & Renewal:**

- Renewal priority is given to current license holders, provided they maintain compliance
- Failure to meet sales or compliance terms voids renewal rights

<b>Educational &amp; Historical Institutions Licensing</b>					
<b>For institutions using the mural in museums, historical exhibits, and educational programming, the following tiers apply:</b>					
<b>License Tier</b>	<b>Usage Scope</b>	<b>Term Length</b>	<b>Cost (Invoiced)</b>	<b>Approval Needed?</b>	<b>Additional Notes</b>
Tier 1: Digital Use	Classroom resources, research projects	Permanent	\$1,000 (one-time)	Yes – Submitted projects must be reviewed to ensure no biased or agenda-based use	Approved resources may be featured on our website with credit
Tier 2: Institutional Displays	Large-format mural prints in museums, universities, and libraries	5-Year	\$7,500	Yes – Approval on display placement and branding compliance	Mural prints must maintain artistic integrity and be displayed with proper credit
Tier 3: Exclusive Historical Exhibit Rights	Right to host a full-scale mural exhibit at an institution	3-Year	Custom quote (Starts at \$25,000)	Yes – Full licensing contract review and exhibit approval required	Requires contract approval to ensure historical accuracy and proper artistic representation

## **Approval Process for Tier 3: Exclusive Historical Exhibit Rights**

### **Step 1: Application & Initial Inquiry**

- Institutions submit a request outlining how they intend to use the mural in the exhibit.
- They select from standard vs. customized mural display options (e.g., full mural, curated vignette selection).

### **Step 2: Exhibit Proposal Submission**

The institution submits a brief exhibit outline including:

- Exhibit theme & goals  
Where & how the mural will be displayed  
Any planned interpretive panels, historical descriptions, or digital enhancements

### **Step 3: Formal Contract Review & Approval**

- A custom licensing contract is drafted, detailing:

The approved usage scope (public display, educational integration, digital content rights, etc.)

Required attribution & branding placement (logos, artist credits, etc.)

Any restrictions (e.g., no political use, no unauthorized reproductions)

Pricing structure (one-time fee or installment payments)

- The institution reviews and signs the contract.

#### **Step 4: Exhibit Installation & Final Approval**

- The institution installs the mural print or digital projection.
- A final review ensures the exhibit matches the agreed-upon terms.
- Once approved, the license is fully activated for the agreed term (3 years).

#### **Additional Notes for: Educational & Historical Institutions Licensing**

##### **Public Display Clarifications**

- Tier 2 & Tier 3 require purchasing a physical print (separate cost based on size).
- The \$7,500 fee (Tier 2) covers public display rights for five years.
- Tier 3 institutions receive full exhibit rights, which may include educational panels, guided tours, and digital content.

Institutions CANNOT modify, alter, or commercialize mural imagery without express written permission.

- **Approval Process**

**Tier 1** → Requires educational material review before approval to ensure historical accuracy and non-biased presentation.

**Tier 2** → Requires placement review before installation to maintain artistic integrity and public engagement.

**Tier 3** → Requires exhibit contract approval to ensure accuracy, proper artistic representation, and compliance with branding guidelines.

Government & Civic Licensing					
For public organizations using the mural for official civic displays or awareness campaigns, the following tiers apply:					
License Tier	Usage Scope	Includes Physical Mural Print?	Term Length	Cost (Invoiced)	Approval Needed?
<b>Tier 1:</b> Civic Display Rights	4' x 8' mural print displayed inside government buildings, city halls, and official institutions	Yes	Permanent	\$10,000 (one-time fee)	Yes – Must be pre-approved for civic placement
<b>Tier 2:</b> Public Awareness & Projection License	Projection of the mural at public heritage events and educational programs	Yes	2-Year	\$20,000	Yes – No political affiliations allowed
<b>Tier 3:</b> National Civic Partnership	Large-scale digital projections at government-sponsored events and national commemorations	Yes	3-Year	Custom quote (Starts at \$50,000)	Yes – Requires strict historical integrity review

### Additional Notes for Government & Civic Licensing

#### Public Use & Display Clarifications

**Tier 1 & 2:** Licensees must purchase a 4' x 8' mural print separately. The licensing fee covers public display rights, but not the physical artwork.

**Tier 3:** Allows for temporary digital projection displays at government-sponsored events, educational initiatives, and civic ceremonies but does not permit:

- Physical mural reproduction (e.g., unauthorized large-scale printing).
- Permanent installations without prior approval.
- Any modifications, cropping, or alterations to the mural.

#### Government agencies **CANNOT** use the mural for:

- Political advocacy, election campaigns, legislative lobbying, or candidate endorsements.
  - Fundraising activities for political parties or candidates.
- The mural must be presented in its historical and educational context, preserving its integrity and original artistic vision.

## **Licensing Branding Guidelines for the USA 250th Anniversary Mural**

These branding guidelines ensure that all uses of the USA 250th Anniversary Mural maintain artistic integrity, historical accuracy, and brand consistency. Licensees must adhere to these standards when integrating the mural into their projects.

### **General Branding Compliance**

- The mural and its elements must be displayed in a historically and artistically accurate manner.
- Licensees cannot alter, distort, or modify the mural artwork except under pre-approved conditions.
- Proper attribution must always be included when displaying the mural in marketing, retail, or public spaces.

### **Official Mural Attribution**

All public-facing materials featuring the mural must include the following credit:

*“USA 250th Anniversary Mural by Steve & Rosemary Vasquez Tuthill”*

- The credit must be clearly visible on printed materials, advertisements, and digital displays.
- The attribution must not be removed or replaced by another branding element.
- If used in product packaging, the credit must be placed on the product or packaging itself in a legible format.

### **Logo & Mural Usage Restrictions**

#### **Mural Artwork Guidelines**

##### **Allowed:**

- Displaying the entire mural as a single, intact composition.
- Vignette-based licensing for select commercial partners (e.g., product packaging, advertisements).
- Proper placement of mural imagery on approved digital and print materials.

##### **Not Allowed:**

- Cropping, recoloring, or modifying the mural unless pre-approved.
- Extracting individual elements or historical figures from the mural for separate branding.
- Placing the mural behind heavy graphic overlays that obscure key historical imagery.

## **Official USA 250th Anniversary Logo Usage**

### **Allowed:**

- For official mural sponsors and licensed partners only.
- Placement on co-branded promotional materials, advertisements, and licensed merchandise.
- Use on websites, sponsorship recognition pages, and approved digital campaigns.

### **Not Allowed:**

- Recoloring, distorting, or repurposing the logo beyond approved branding.
- Placement on non-licensed products for resale or third-party merchandising.
- Overlaying other logos on or near the official logo without clear separation.

## **Advertising & Promotional Material Guidelines**

- The mural must be prominently displayed and not overshadowed by competing branding elements.
- Advertisements featuring the mural must align with the values of the 250th Anniversary project, avoiding controversial or misleading messaging.
- Social media usage of the mural must maintain historical and artistic respect for the artwork.

## **Product & Retail Branding Requirements**

### **For retail and product-based licenses, the following guidelines must be followed:**

- All products featuring the mural must be pre-approved before production.
- Printed products must display the mural in high resolution with no pixelation or distortion.
- Product packaging must include the official attribution and any additional required branding details.
- Licensees must submit quarterly sales reports if a royalty-based licensing agreement is in place.

## **Public & Government Display Standards**

### **For government, civic, and educational institutions using the mural for public exhibits:**

- Wall-mounted prints must be displayed in high-traffic, public-access locations (e.g., museums, government offices, universities).
- Projected versions of the mural (for events) must maintain high visibility and clarity.
- Event branding featuring the mural must include a description of its historical significance.

## **Approval & Enforcement**

Failure to follow branding guidelines may result in:

- Temporary suspension or termination of mural licensing rights.
- Revocation of exclusivity privileges for Tier 3 licensees.
- Financial penalties or legal actions for misuse of intellectual property.

All branding materials must be submitted for pre-approval before public use.

Download the USA 250<sup>th</sup> Anniversary Mural License Application Form

For questions or approvals, contact:

**Email:** [USA250thAnniversaryMural@gmail.com](mailto:USA250thAnniversaryMural@gmail.com)