



Anthony Krivonos
tonalVISION Photography
502-82-BOKEH
New York, New York

Contract for Usage of Photography and Rights to Image Files, entered into as of ____ / ____ / ____, between Anthony Krivonos (hereinafter referred to as the "Photographer" with respect to the licensing of certain nonelectronic rights in the Photographer's photograph(s) that are referred to as the "Work") and _____ (hereinafter referred to as the "Client") located at _____.

1. *The Client wishes to license certain electronic and nonelectronic rights in the Work which the Photographer has created and which is described as follows:*

Title: _____

of images: _____

Description: _____.

Photo editing/retouching requested: Yes / No

Photo prints requested: Yes / No

(Optional) Print sizing description: _____.

2. *Delivery Date.* The Photographer agrees to deliver the Work within ____ day(s) after the signing of this Agreement.

3. *Grant of Rights.* Upon receipt of full payment, Photographer grants to the Client the following electronic and nonelectronic rights in the Work:

For the product or service named _____.

For the following time period: ____ / ____ / ____ to ____ / ____ / ____.

With respect to the usage shown above, the Client shall have nonexclusive rights unless specified to the contrary here.

If the Work is for use as a contribution to a magazine, the grant of rights shall be for one time North American serial rights only unless specified to the contrary above.

If the Client does not complete its usage under this Paragraph 3 by the latter date in the aforementioned time period, all rights granted but not exercised shall without further

notice revert to the Photographer without prejudice to the Photographer's right to retain sums previously paid and collect additional sums due.

4. *Reservation of Rights.* All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all electronic rights. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

5. *Fee.* Client agrees to pay the following: \$ _____. for the usage rights granted.

6. *Additional Usage.* If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.

7. *Photographer's Usage.* Client agrees that the Photographer may display the Work in his portfolio, social media, and/or physical exhibitions.

8. *Alteration.* Client shall not make or permit any alterations, whether by adding or removing material from the Work, without the permission of the Photographer.

9. *Payment.* Client agrees to pay the Photographer on the day this contract is signed.

10. *Loss, Theft, or Damage.* The ownership of the Work shall remain with the Photographer. Client agrees to assume full responsibility and be strictly liable as an insurer for loss, theft, or damage to the Work and to insure the Work fully from the time of shipment from the Photographer to the Client until the time of return receipt by the Photographer. Client further agrees to return all of the Work at its own expense by registered mail or bonded courier which provides proof of receipt. Reimbursement for loss, theft, or damage to any Work shall be equal to the initial fee.

11. *Copyright Notice.* Copyright notice in the name of the Photographer may accompany each image.

12. *Credit.* Credit in the name of the Photographer must be placed anywhere within the Work.

13. *Originality.* Work must not branded objects without proper consent from a third party and subjects must have an agreement with Client or Photographer before appearing in the Work.

14. *Releases.* The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 8.

15. *Arbitration.* All disputes arising under this Agreement shall be submitted to binding arbitration within 30 days of this agreement and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$100.00 shall not be subject to this arbitration provision.

16. *Miscellany.* This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of New York State.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Client Signature

____ / ____ / ____
Date of Signature

Photographer Signature