

Photo Licensing Agreement

This **Photo Licensing Agreement** (hereinafter referred to as the "Agreement") is entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the "Photographer") and _____, with a mailing address of _____ (hereinafter referred to as the "Client"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

1. License. The Photographer hereby grants to the Client an exclusive, limited license to use the following work (hereinafter referred to as the "Photos"):

The Client is authorized to use the Photos in the following regions (hereinafter referred to as the "Territory"):

2. Ownership of Photos. The Client agrees that, subject to the rights and license granted herein, the Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, the Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Fee. The Client shall pay a fee in the amount of \$ _____ in consideration for the rights and licenses granted herein.

The payment shall be made within _____ days of the due date. If any payment is not made within _____ days after the due date, the Photographer may charge an interest of \$ _____ per month. In the event that any payment is collected at

law or through an attorney, or under advice therefrom, or through a collection agency, the Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

4. Restrictions on Use. The Client will not use the Photos for any of the following purposes:

- a. **No Unlawful Use.** The Client will not use the Photos in any unlawful manner, such as pornography or defamation.
- b. **No Products for Resale.** The Client will not use the Photos in any goods or products where the Photos are the primary value.
- c. **No Use in Trademark or Logo.** The Client will not use the Photos in any trademark, design, logo, or other mark.
- d. **No Alterations.** The Client will not alter the Photos without the prior written permission of the Photographer.
- e. **No Standalone File Use.** The Client will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.
- f. **No Sublicenses.** The Client will not sublicense the Photos without the prior written permission of the Photographer.

5. Photo Notice and Markings. The Client must include a photo credit or copyright notice in the name of the Photographer on all Photos.

6. Indemnification. The Client will indemnify, defend, and hold the Photographer harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' fee and costs) arising out of or as a result from the use of the Photos by the Client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by the Photographer.

7. Limitations of Liability. Except for any remedies that can't be excluded or limited by law, neither Party will be liable under this agreement to the other Party, any affiliate or other third person for any indirect, incidental, consequential, special, reliance, or punitive damages or lost or imputed profits, lost data or cost of procurement of substitute goods or

services this limitation of liability may not be valid in some states. The Client may have rights that can't be waived under consumer protection and other laws. The Photographer does not seek to limit the Client's warranty or remedies to any extent not permitted by law.

8. Termination. Either of the Parties may terminate this Agreement immediately upon delivery of a written notice to the other Party specifying clearly the grounds for termination of the other Party commits a material breach of its obligations under this Agreement and fail to fix the breach within _____ days after written notice of the breach is received by the breaching Party. For the avoidance of doubt, the termination will be without prejudice to any liability incurred prior to the effective date of termination.

9. Assignment. This Agreement may not be assigned by the Client without the Photographer's prior written consent. The Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

10. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.

11. Waiver of Contractual Rights. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Entire Agreement. This Agreement represents and constitutes the entire agreement between the Parties, and supersedes and merges all prior negotiations, agreements, and understandings, written or oral, with respect to any and all matters between the Parties.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute can't be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Attorney Fees. If either Party brings a legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover from the other Party its

expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

15. Governing Law. The Parties agree that this Agreement shall be governed by the laws of _____.
State

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

PHOTOGRAPHER

CLIENT

Name: _____

Name: _____

Signed: _____

Signed: _____

Date: _____

Date: _____