

PHOTOGRAPH USE LICENSE AGREEMENT

This Photo Use License Agreement (the "Agreement") is made and entered into this _____ day of _____, 20__ by and between The White House Historical Association, Washington, D.C. and _____ ("Licensee").

WHEREAS, Licensee desires to use the Photo for the following purpose:

_____ (the "Permitted Purpose"); and

WHEREAS, WHHA is willing to grant to Licensee the right to use the Photo for the Permitted Purpose, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties, intending to be legally bound hereby, agree as follows:

1. WHHA hereby grants to Licensee and its licensees a limited license, for the life of the copyright to the Photo, to use the Photo solely for the Permitted Purpose.
2. The license fee for the license herein granted shall be \$_____, payable upon the execution of this Agreement.
3. Licensee may not alter or create any derivative works of the Photo without the prior written consent of WHHA. The Photo may not be used by Licensee or any of its licensees for any purpose beyond the Permitted Purpose.
4. Licensee acknowledges and agrees that the Photo is being licensed, not sold, to Licensee by WHHA for the Permitted Purpose only as authorized herein.
5. Licensee may not produce, distribute or sell a copy of the Photo except in connection with the Permitted Purpose.
6. All right, title and interest in and to the Photo, including, without limitation, all reproduction rights, distribution rights, display rights and derivative work rights, are reserved exclusively to WHHA, other than the rights expressly granted herein to Licensee.
7. Licensee agrees to include with the Photo as it appears as authorized in the Permitted Purpose either the following copyright notice: "© [INSERT YEAR OF FIRST PUBLICATION OF THE PHOTO] White House Historical Association" or such other notice or credit line as may be directed by WHHA. For motion picture film or video purposes, the credit line must appear in the credits of the production as specified by the WHHA.

8. Licensee shall provide to WHHA a complimentary copy (either in physical or a digital representation thereof) where feasible of any authorized works incorporating the Photo to assure Licensee's compliance with this Agreement.

9. Licensee agrees that WHHA may list Licensee's title and publication information on WHHA's webpage and social media pages for promotion of WHHA image licensing services. For print uses, Licensee shall provide to WHHA a complimentary copy (either in physical or a digital representation thereof) where feasible of any authorized works incorporating the Photo to assure Licensee's compliance with this Agreement. For film, television and video uses, Licensee shall provide to or allow WHHA to acquire either promotional still images or promotional video clips (either the video file or embeddable link to YouTube or other sharing service). A credit line as designated by the Licensee will be displayed with the materials. For all other uses, grant of copies or promotional information by Licensee shall be negotiated on a case-by-case basis. WHHA acknowledges that all right, title and interest in and to the promotional material, including the copyright, shall be retained by the Licensee. WHHA affirms that these promotional materials will not be used for any other commercial purpose nor will they be licensed to any third-party. The sole purpose of these materials shall be to highlight WHHA licensing services on the WHHA website and social media. WHHA's grant of the foregoing license shall not be construed as an endorsement by WHHA of any of Licensee's products or services, including, without limitation, any materials bearing the Photo.

10. THE PHOTO IS BEING LICENSED TO LICENSEE ON AN "AS IS" BASIS AND WHHA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL WHHA BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE), INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST SAVINGS OR FOR INJURY TO PERSON OR PROPERTY, EVEN IF A WHHA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

11. Licensee agrees to indemnify, save, defend, reimburse and hold WHHA, its officers, directors, employees, and representatives harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including court costs and attorneys' fees) resulting from: (i) Licensees use of the Photo; or (ii) otherwise from the operation of Licensee's business, including, without limitation, the sale or offer for sale of any goods or services.

12. This Agreement shall be governed by the internal substantive laws of the District of Columbia, without regard to its conflicts of laws principals. All disputes arising out of or with respect to this Agreement shall be heard exclusively in the courts, local and Federal, located in Washington, D.C., and each of the parties expressly consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement, to be effective as of the date first herein above set forth.

THE WHITE HOUSE HISTORICAL ASSOCIATION

By: AL

Name: _____

Title: _____

LICENSEE:

By: Logan Finney

Name: _____

Title: _____

Exhibit A