

State of \_\_\_\_\_

# PHOTO LICENSING (LICENSE) AGREEMENT

This Photo License Agreement (referred to as the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Photographer") and \_\_\_\_\_ (collectively referred to as "Client"). The parties hereby agree to the following terms:

License. The Photographer grants the Client (Please select one)  an exclusive  a non-exclusive, (Please select one)  a perpetual license  a limited license to utilize the following work (the "Photos"):

(A). Name/Title: \_\_\_\_\_

Description: \_\_\_\_\_

(B). Name/Title: \_\_\_\_\_

Description: \_\_\_\_\_

(C). Name/Title: \_\_\_\_\_

Description: \_\_\_\_\_

(D). Name/Title: \_\_\_\_\_

Description: \_\_\_\_\_

(E). Name/Title: \_\_\_\_\_

Description: \_\_\_\_\_

Client is authorized to use the Photos solely for the limited purposes of \_\_\_\_\_ [Purpose].

Client is authorized to use the Photos: (Check one)

- Worldwide (the "Territory").
- In the following regions (the "Territory"): \_\_\_\_\_
- Do not specify.

**2. Ownership of Photos.** The Client acknowledges that, in accordance with the rights and licenses outlined herein, the Photographer is and will continue to be the sole and exclusive owner of all rights, titles, and interests in all Photos and any copies thereof, worldwide. Unless explicitly stated in this Agreement, the Photographer retains all rights and licenses that are not specifically granted in this Agreement.

**3.Fee.** (Check one)

- Client shall pay a fee in the amount of \$\_\_\_\_\_ in consideration for the rights and licenses granted herein.
- Not applicable.

Late Fees (Select one)  Payment must be made within \_\_\_\_\_ days of the due date. If any payment is not received within \_\_\_\_\_ days following the due date, the Photographer may impose (Select one)  a late fee of \$\_\_\_\_\_ for each month overdue  an interest rate of \_\_\_\_\_% per month. In the event that any payment is collected through legal means, whether by an attorney or collection agency, the Client agrees to cover all associated collection costs, including but not limited to court fees and reasonable attorney's fees.

Not applicable.

**4.Restrictions on Use.** Client will not use the Photos for any of the following purposes: (Check all that apply)

- No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.
- No Standalone File Use. 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.
- No Use in Trademark or Logo. Client will not use the Photos in any trademark, design, logo or other mark.
- No Alterations. Client will not alter the Photos without the prior written permission of Photographer.
- No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.
- No Sublicenses. Client will not sublicense the Photos without the prior written permission of Photographer.
- Other:

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**5.Photo Notice and Markings.** (Check one)

- Client must include a photo credit or copyright notice in the name of the Photographer on all Photos.
- Client does NOT need to include a photo credit or copyright notice on the Photos unless specifically requested by the Photographer.

**6. Indemnification.** Client agrees to indemnify, defend, and hold the Photographer harmless from any liabilities, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorney and expert fees) that arise from the Client's use of the Photos, unless such claims or expenses result from the Photographer's willful misconduct, gross negligence, or bad faith.

**7. Limitations of Liability.** EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, 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. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. PHOTOGRAPHER DOES NOT SEEK TO LIMIT CLIENT'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

**8. Term.** (Check one)

- Not applicable. This a perpetual license.
- This Agreement will commence on the Effective Date and will continue in full force and effect for an

initial period of \_\_\_\_\_ (Check one)  days  months  years.

Renewal (Select one)

- This Agreement will automatically renew for successive periods of \_\_\_\_\_ year(s) each, unless either party notifies the other of non-renewal at least \_\_\_\_\_ day(s) before the conclusion of any \_\_\_\_\_ year term. This notice will end the Agreement upon the expiration of the current term.
- This Agreement will NOT automatically renew.

**9. Termination.** Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within \_\_\_\_\_ days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

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

**11. 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.

**12. No Waiver.** This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be

construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

**13. Entire Agreement.** This Agreement constitutes the complete and final understanding between the parties, superseding and merging all previous negotiations, agreements, and understandings, whether oral or written, concerning any matters between them.

**14. Governing Law.** The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of \_\_\_\_\_, without reference to rules governing choice of laws.

**15. Disputes.** Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of \_\_\_\_\_.

(Check if applicable)

If either party brings 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.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**16. Notices.** Any notices, requests, or other communications required under this Agreement between the Parties may be delivered in writing either personally or via U.S. mail, registered or certified, with postage prepaid and return receipt requested. Notices delivered in person will be considered communicated upon actual receipt. Notices sent by mail will be regarded as communicated two (2) days after they are mailed.

**IN WITNESS WHEREOF,** the Parties have entered into this Agreement as of the Effective Date.

\_\_\_\_\_  
**Photographer** Signature

\_\_\_\_\_  
**Photographer** Full Name

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**Client** Signature

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**Client** Full Name

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**Client** Signature

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**Client** Full Name

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**Client** Signature

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**Client** Full Name