

## Photograph License Agreement

**THIS PHOTOGRAPH LICENSE AGREEMENT** (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereinafter "Licensor") and \_\_\_\_\_ (hereinafter "Licensee").

**WHEREAS**, Licensor owns the use and copyrights to the Photograph "\_\_\_\_\_"; and

**WHEREAS**, Licensee has requested to use the photograph "\_\_\_\_\_" for the following purpose \_\_\_\_\_;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. **GRANT OF LICENSE.** Upon receipt of payment in full, Licensor grants to Licensee a non-exclusive, non-sub-licensable and non-assignable license to use the Licensed Image(s) described in Paragraph Three (3) below strictly limited to the specific use, medium, period of time, print run, circulation, distribution, placement, size of image, territory and any other restrictions specified in the Rights Granted section. Unless specifically stated under the Rights Granted section of this Agreement, licenses do not include any form of electronic reproduction or distribution of the Images.

3. **DESCRIPTION OF PHOTO(S).** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (hereinafter "Licensed Image(s)"). A copy of the image(s) are attached to this Agreement as Exhibit "A."

4. **GRANT OF RIGHTS.** Licensor grants the following rights to Licensee:

a. Use of the Licensed Image(s) described in Paragraph Three (3) above for the following purposes or in the following manner \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

b. Use of the Licensed Image(s) is limited to above described purpose only and the license expires on \_\_\_\_\_. However, Licensee is not required to remove the Licensed Image(s) from any social media, blog or face book post made in accordance with the grant of rights set forth in this Agreement that was created and posted prior to the expiration date. No modifications or additions can be made to the respective post after the above set forth expiration date.

5. **COMPENSATION.** Licensee agrees to pay \$\_\_\_\_\_ as compensation for the license to use the above described Licensed Image(s).

6. **PROHIBITED USES.** The license and rights granted to the Licensee are subject to the following prohibited uses:

a. Licensee may not sublease, sell, rent, loan, assign, distribute, convey or transfer any Licensed Image(s) or photo(s) or any of its rights under this Agreement.

b. Licensee may not use any Licensed Image(s) for any commercial or for profit purpose unless specifically granted a right to do so under this Agreement.

- c. Licensee may not feature any Licensed Image(s) in a manner that would allow any third party to download, extract or access a high resolution copy of the licensed image as a standalone file, whether online or not.
- d. Licensee may not use or reproduce the Licensed Image(s) for wall décor prints or interior decoration of a corporate, retail, public or private environment unless specifically allowed for under this Agreement.
- e. Licensee may not incorporate the Licensed Image(s) into a logo, trademark or service mark, unless specifically granted the rights to do so by this Agreement.
- f. Licensee may not remove any forms of identification information, copyright, trademark or watermark invisibly embedded in the electronic files as is in the original Licensed Image(s).
- g. Licensee may not reverse engineer, decompile, translate or disassemble any part of the Licensed Image(s).
- h. Licensee may not use the Licensed Image(s) in any way that could be considered defamatory, pornographic, libelous, immoral, obscene or fraudulent, illegal, or other nature which could reasonably bring the Licensor to disrepute, whether by direct or in context or juxtaposition with other materials.
- i. Licensee may not use the Licensed Image(s) as part of any use involving sensitive subject matters, including but not limited to, sexual issues, sexual activity or sexual preference, substance abuse, alcohol, tobacco, physical or mental ailments or abuse, abortion, birth control, illegal activities, prostitution, illegal drug use or crime without advanced written consent from Licensor.
- j. If specifically allowed by this Agreement any Licensed Image(s) published or made available on the internet shall not have dimensions greater than 420x740 pixels or a resolution greater than 72 dpi.

7. **PHOTO CREDIT.** Licensee must include the following credit line with use of all Licensed Image(s) unless specifically agreed to otherwise in this Agreement: \_\_\_\_\_.

8. **INDEMNITY.** Licensee agrees to indemnify and hold Licensor harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising from the use of a Licensed Image(s) or any breach of this Agreement. Licensee is responsible for loss or damage to the Licensed Image(s) delivered to Licensee from the time of receipt until their return to Licensor including digital image files and agrees to make Licensor whole relating to any damages suffered by Licensor as a result of the loss or damage.

9. **NO WARRANTY.** LICENSOR GIVES NO RIGHTS OR WARRANTIES WITH RESPECT TO THE USE OF NAMES, TRADEMARK, LOGO TYPES, REGISTERED OR COPYRIGHTED DESIGNS OR WORKS OF ART DEPICTED IN ANY IMAGE AND THE LICENSEE MUST SATISFY ITSELF THAT ALL NECESSARY RIGHTS, CONSENTS OR PERMISSION AS MAY BE REQUIRED FOR REPRODUCTION ARE SECURED.

10. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF THE USE OF ANY LICENSED IMAGE(S). IN ANY EVENT, THE LIMIT OF LIABILITY OF THE LICENSOR SHALL BE THE FEE PAID FOR THE LICENSED IMAGE(S).

11. **DELIVERY OF DIGITAL IMAGES.** Digital files are provided "as is." Licensor makes no representation or warranty, either express or implied, included but not limited to any implied warranties or merchantability, fitness for any particular purpose, noninfringement, quality of image or compatibility with any computer hardware or other equipment, operating system or software program.

12. **RETENTION OF DIGITAL FILES.** Digital files of the licensed images may be retained for the period stated in this Agreement. If no period is stated then the digital files of the Licensed Image(s) may be retained for a maximum of sixty (60) days. At the end of the authorized period or sixty (60) days Licensee agrees to delete the images from all electronic and removable media and destroy any other copy of the images, except as licensed under this Agreement.

13. **UNAUTHORIZED USE.** Since it is difficult to determine damages resulting from unauthorized usage, in the event Licensee utilizes any of the Licensed Image(s) without Licensor's permission or in excess of the authorized rights

granted in this Agreement, the parties agree that Licensor may forego its right to sue Licensee for copyright infringement and Licensee agrees in such case to pay liquidated damages equal to a retroactive license fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_\_ times the normal license fee charged by Licensor for such Licensed Image(s).

14. **COPY OF USE.** Licensee agrees to provide to Licensor a copy of any publication, brochure, flier, magazine article or other form of paper or digital media containing the Licensed Image(s) for Licensor's records. Said copy can be digital in nature.

15. **RESERVATION OF RIGHTS.** Licensor retains all rights to any Licensed Image(s) including but not limited to copyright, ownership and electronic rights. 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.

16. **GOVERNING LAW/VENUE.** This Agreement is governed exclusively by the laws of the State of Florida. Venue for any litigation concerning this Agreement shall be in Miami-Dade County, Florida.

17. **ATTORNEYS FEES.** If any litigation or arbitration arises out of this Agreement, the prevailing party is entitled to recover its attorney's fees and costs, including the fees and expenses of any paralegals, law clerks, and legal assistants, and including fees and expenses charged for representation at the trial level, in all appeals, and in any bankruptcy proceeding.

18. **ENTIRE AGREEMENT.** This Contract represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. This Contract may be amended only in a writing signed by both parties.

19. **CONSTRUCTION.** The parties agree that no provision of the Agreement should be construed more strictly against one party or the other regardless of which party drafted the Agreement.

20. **SEVERABILITY.** If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

21. **AUTHORITY TO EXECUTE.** Licensor and Licensee each warrant and represent to the other that the individuals signing this Agreement on behalf of Licensor and Licensee, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

22. **BINDING EFFECT.** All terms, covenants and conditions to be observed and performed by Licensor and Licensee hereunder shall be applicable and binding upon the parties hereto, their respective personal or legal representatives, heirs, next of kin, executors, administrators, successors or permitted assigns except as may be otherwise expressly provided in this Agreement.

23. **HEADINGS.** The headings of the sections of this Agreement are for convenience only and do not affect the meanings of any provisions hereof.

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties as of the date set forth on the first page of this Agreement.

\_\_\_\_\_  
(company)

By: \_\_\_\_\_  
Printed Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
(company)

By: \_\_\_\_\_  
Printed Name:

Date: \_\_\_\_\_