

## LICENSE OF RIGHTS FOR PHOTOGRAPHY (GLOBAL)

**Agreement**, entered into as of \_\_\_\_\_, between \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Client") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Photographer") with respect to the licensing of certain image rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

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

Number of images: \_\_\_\_\_

Subject matter: \_\_\_\_\_

Form in which work shall be delivered: \_\_\_\_\_

**2. Delivery Date.** The Photographer agrees to deliver the Work within \_\_\_\_\_ days after the signing of this Agreement and full payment.

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

For use as \_\_\_\_\_

For the product or publication named \_\_\_\_\_

In the following territory: \_\_\_\_\_

For the following time period: \_\_\_\_\_

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

**8. Payment.** Client agrees to pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work.

**9. Ownership.** The ownership of the Work shall remain with the Photographer.

**10. Copyright Notice.** Copyright notice in the name of the Photographer \_\_\_\_\_ accompany the Work when it is reproduced.

**11. Credit.** Credit in the name of the Photographer \_\_\_\_\_ accompany the Work when it is reproduced. If the Work is used as a contribution to a magazine or for a book, credit shall be given unless specified to the contrary in the preceding sentence.

**12. 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 7.

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

