

# PHOTOGRAPHY LICENSING AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Licensors Information:

Full Name/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Licensee Information:

Full Name/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Photography Details:

Title/Description of Photographs: \_\_\_\_\_

Date(s) Taken: \_\_\_\_\_

Location(s): \_\_\_\_\_

## License Grant:

Licensors hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Photographs solely for the purposes expressly stated in this Agreement. Licensee shall not use the Photographs for any other purposes without prior written consent of Licensors. The license granted herein is limited to the term and scope set forth in this Agreement.

## Permitted Uses:

Licensee may use the Photographs for the following purposes only: advertising, marketing, promotional materials, websites, social media, and editorial use, subject to the restrictions and conditions set forth herein.

## Restrictions:

Licensee shall not sell, sublicense, distribute, or otherwise transfer the Photographs to any third party without Licensors' prior written approval. Licensee shall not alter, manipulate, or modify the Photographs except as necessary for the permitted uses. Licensee shall not use the Photographs in any manner that defames, disparages, or harms Licensors' reputation.

## Ownership and Copyright:

Licensors retains all right, title, and interest in and to the Photographs, including all copyrights and moral rights. Nothing in this Agreement shall be construed as a transfer of ownership or copyright to Licensee.

## Compensation:

In consideration for the rights granted herein, Licensee agrees to pay Licensor the sum agreed upon between the parties, payable according to the terms mutually agreed. No other fees or royalties shall be owed unless agreed in writing.

**Term and Termination:**

This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice. Upon termination, Licensee shall immediately cease all use of the Photographs and destroy all copies in Licensee's possession.

**Warranties and Representations:**

Licensor represents and warrants that Licensor is the sole owner of the Photographs and has full right and authority to grant the license herein without violating any rights of third parties. Licensor further warrants that the Photographs do not infringe on any copyrights, trademarks, or rights of privacy or publicity.

**Indemnification:**

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any claims, damages, losses, liabilities, costs, and expenses arising out of Licensee's use of the Photographs in violation of this Agreement or applicable law.

**Limitation of Liability:**

In no event shall Licensor be liable to Licensee for any incidental, consequential, exemplary, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

**Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction and venue of the state and federal courts in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising out of this Agreement.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, negotiations, or agreements, whether written or oral. No modification or waiver shall be effective unless made in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

**LICENSOR'S SIGNATURE**

**LICENSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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