



M.A.D.E. IMAGES
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Photography License and Copyright Agreement

- 1) "Photograph(s)" means all photographic materials furnished by Photographer hereunder, whether transparencies, negatives, prints, digital format, or any other representation of the image intended to be used by Licensee.
- 2) Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer (terms to be separately negotiated). Unless otherwise provided herein, any grant of rights is limited to the term of one (1) year from the date hereof for the territory of the United States.
- 3) Client assumes insurer's liability (a) to indemnify photographer for loss, damage, or misuse of any photograph(s), (b) to return all photographs prepaid and fully insured, safe and undamaged, by bonded messenger, air freight or registered mail within thirty (30) days upon completion of first use.
- 4) No rights are granted until payment is made. Payment is due upon receipt of invoice.
- 5) Reimbursement by Client for loss or damage of each Photograph shall be \$1,500US.
- 6) Photographer's copyright notice, "M.A.D.E. Images, www.MADEImages.com" must accompany each use as an adjacent credit line.
- 7) Client will not make or permit any alterations, additions, or subtractions in respect of the Photograph(s), including, without limitation any digitization or synthesis of the Photographs, alone or with any other material, by use of computer or method or means.
- 8) Client will indemnify and defend Photographer against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of the use of any Photographs) for which no release was furnished by the Photographer or any other Photographs which were altered by Client. Unless so furnished, no release exists. Photographer liability for all claims shall not exceed in any event the total amount paid under this invoice.
- 9) Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and inures to the benefit of the Photographer, Client, Client's principals, employees, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, employees, agents and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms binding, unless sort forth in writing and signed by the parties. This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended.
- 10) Except as provided in (11) below, any dispute regarding this agreement shall be arbitrated in Dallas, Texas under rules of the American Arbitration Association and the laws of the State of Texas. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving financial amounts less than or equal to \$2500 may be submitted without arbitration to any court having jurisdiction thereof, Client shall pay all arbitration and court costs, reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.
- 11) Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended.

NAME (FIRST, LAST): _____ DATE: _____

CONTACT E-MAIL: _____

ELECTRONIC SIGNATURE (PLEASE TYPE FIRST AND LAST NAME): _____