

Photography Usage Rights Agreement

This **Photography Usage Rights Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the following parties:

Photographer

Client

Photographer and Client may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to define the terms under which the Photographer grants the Client the right to use certain photographic works created by the Photographer.

2. Description of Photographs

The photographs subject to this Agreement include all images captured by the Photographer for the Client on or about _____, including edited and final delivered images (the "**Photographs**").

3. Ownership of Copyright

The Photographer retains full ownership of all copyrights and intellectual property rights in the Photographs.

Nothing in this Agreement transfers ownership of the Photographs to the Client. The Client is granted only the usage rights expressly described in this Agreement.

4. Grant of License

The Photographer grants the Client a non-exclusive license to use the Photographs under the following conditions:

- **Permitted Use:**
- **Territory:**
- **Duration:**
- **Media:**

The Client may not use the Photographs for any purpose outside the scope defined in this clause without prior written consent from the Photographer.

5. Restrictions on Use

The Client agrees not to:

- Alter, edit, or manipulate the Photographs in a way that distorts their original meaning or quality without the Photographer's consent
- Sell, sublicense, assign, or transfer the Photographs to third parties without prior written approval
- Use the Photographs in any unlawful, misleading, or defamatory manner

6. Credit and Attribution

Where reasonably practical, the Client shall provide credit to the Photographer in the following format:

"Photo by _____"

The placement and visibility of the credit shall be appropriate to the medium used.

7. Fees and Payment

In consideration for the rights granted under this Agreement, the Client agrees to pay the Photographer:

Description	Amount	Payment Due
Photography Services Fee		
Usage License Fee		

All payments shall be made in accordance with the agreed payment method. Late payments may result in suspension of usage rights until payment is received.

8. Delivery of Photographs

The Photographer shall deliver the Photographs to the Client in _____ by _____ . Delivery timelines may be adjusted in case of unforeseen circumstances, with reasonable notice provided.

9. Representations and Warranties

The Photographer represents that they have the right to license the Photographs and that the Photographs do not knowingly infringe on the rights of any third party.

The Client represents that their use of the Photographs will comply with applicable laws and the terms of this Agreement.

10. Limitation of Liability

To the extent permitted by applicable law, the Photographer's liability under this Agreement shall be limited to the total amount paid by the Client for the services and usage rights.

The Photographer shall not be responsible for indirect or consequential damages arising from the use of the Photographs.

11. Termination

Either Party may terminate this Agreement:

- If the other Party materially breaches its obligations and fails to remedy such breach within a reasonable period after written notice
- By mutual written agreement of both Parties

Upon termination:

- The Client must cease all use of the Photographs unless otherwise agreed in writing
- Any outstanding payments remain due and payable
- Rights granted under the Grant of License clause will end unless stated otherwise

12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____. Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If unresolved, disputes may be submitted to a competent court within the specified jurisdiction.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions or agreements.

14. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

15. Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified above or any updated address provided in writing.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Photographer

Name

Date

Signature

Client

Name

Date

Signature



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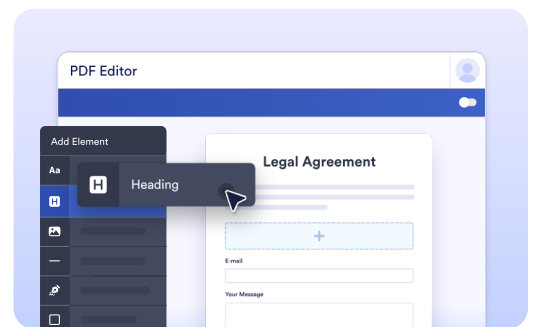
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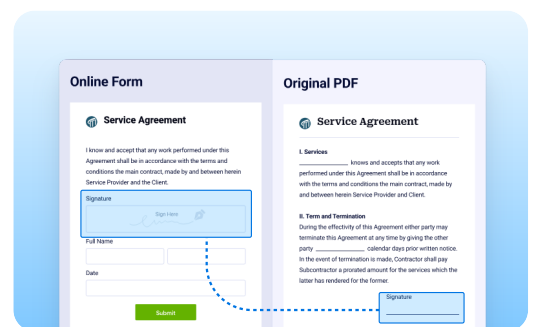
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