

Photography License Agreement

This **Photography License Agreement** ("**Agreement**") is entered into as of _____, 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 of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Photographer grants the Client a license to use certain photographic images created by the Photographer, while the Photographer retains ownership of the underlying copyrights.

2. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Photographs" means the photographic images created by the Photographer and delivered to the Client under this Agreement, whether in digital or other format.

"Licensed Use" means the specific scope of use granted to the Client as described in Section 4 of this Agreement.

"Territory" means the geographic area in which the Client is permitted to use the Photographs, as specified in Section 4.

"Term" means the duration of the license granted under this Agreement, as specified in Section 4.

3. Ownership and Copyright

All Photographs are and shall remain the sole and exclusive property of the Photographer. The Photographer retains all right, title, and interest in and to the Photographs, including all copyrights and moral rights, unless expressly waived in writing. No ownership rights are transferred to the Client under this Agreement.

4. License Grant

Subject to full payment of all applicable fees, the Photographer grants to the Client an exclusive, transferable license to use the Photographs solely for the following purposes:

- Permitted Use:
- Territory:
- Term:
- Media:

Any use of the Photographs outside the Licensed Use, Territory, Term, or Media requires the Photographer's prior written consent and may be subject to additional fees.

5. Restrictions on Use

Unless expressly authorized in writing by the Photographer, the Client shall not:

- Sell, sublicense, assign, or transfer the Photographs to any third party
- Use the Photographs in a defamatory, misleading, or unlawful manner
- Alter, manipulate, or create derivative works from the Photographs, except for minor technical adjustments that do not distort the original work
- Use the Photographs in a way that implies endorsement or association by the Photographer beyond the Licensed Use

6. Credit and Attribution

Where reasonably practicable, the Client shall provide credit to the Photographer in the following form: "Photo © _____". Failure to provide attribution does not constitute a breach if attribution is not customary for the medium used.

7. Fees and Payment

In consideration for the license granted under this Agreement, the Client shall pay the Photographer a total fee of _____. Payment shall be made on _____ by _____.

The license granted under this Agreement becomes effective only upon receipt of full payment.

8. Delivery of Photographs

The Photographer shall deliver the Photographs to the Client in the following format and manner:

9. Representations and Warranties

The Photographer represents that the Photographs are original works and that the Photographer has the authority to grant the license described in this Agreement. Except as expressly stated, the Photographs are provided “as is,” and no other warranties, express or implied, are made.

10. Client Responsibilities

The Client is solely responsible for ensuring that its use of the Photographs complies with applicable laws and regulations, including any requirements related to advertising, privacy, or publicity rights, unless otherwise expressly agreed in writing.

11. Limitation of Liability

To the fullest extent permitted by law, the Photographer shall not be liable for any indirect, incidental, consequential, or special damages arising out of or related to the use of the Photographs, even if advised of the possibility of such damages.

12. Indemnification

The Client agrees to indemnify and hold harmless the Photographer from and against any claims, damages, liabilities, costs, and expenses arising out of the Client’s use of the Photographs outside the scope of the license granted under this Agreement.

13. Termination

This Agreement may be terminated by the Photographer upon written notice if the Client materially breaches any provision of this Agreement and fails to cure such breach within a reasonable time. Upon termination, the Client shall immediately cease all use of the Photographs.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of laws principles.

15. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions or agreements. Any amendment or modification must be in writing and signed by both Parties.

16. Severability

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

The Parties acknowledge that they have read, understood, and agreed to the terms of this Photography License Agreement as of the Effective Date.

Photographer

Name

Date

Signature

Client

Name

Date

Signature



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