

Dick Anderson Photography



Dick Anderson Photography Logo

SAMPLE PHOTOGRAPHY LICENSING TERMS AGREEMENT

This Photography Licensing Terms Agreement ("Agreement") is made effective as of [Date], by and between [Photographer's Full Name], hereinafter referred to as "Photographer", and [Client's Full Name/Company Name], hereinafter referred to as "Client".

1. Scope of Work The Photographer agrees to provide the Client with [number] of high-resolution digital images ("Images") as described in the attached Exhibit A, which is part of this Agreement.

2. Grant of License The Photographer hereby grants to the Client a [non-exclusive/exclusive], [worldwide/local], [perpetual/term-limited] license to use the Images for the following purposes:

- [Specify permitted uses, e.g., commercial use, personal use, advertising, promotional materials, online and print media, etc.]

3. Restrictions Unless otherwise agreed in writing, the Client shall not:

- Sub-license, sell, rent, lend, or otherwise distribute the Images to third parties.
- Use the Images in any manner that is considered defamatory, libelous, obscene, or illegal.
- Alter or modify the Images without the Photographer's prior written consent.

4. Credit and Moral Rights

- The Client agrees to provide credit to the Photographer in a manner agreed upon by both parties for any use of the Images that is public in nature.
- The Photographer asserts their moral right to be identified as the author of the Images and will not be associated with any work or derivative thereof in a manner that is prejudicial to the Photographer's honor or reputation.

5. Fees and Payment

- The Client agrees to pay the Photographer a licensing fee of \$[amount] for the use of the Images as specified in this Agreement.
- Payment shall be made upon receipt of invoice, within [number] days of the invoice date.

6. Term and Termination

- This Agreement is effective from the date of signing and shall continue in effect until [end date or condition], unless terminated earlier by either party with [number] days written notice.
- Upon termination, the Client must cease all use of the Images and delete or return all copies of the Images to the Photographer.

7. Indemnification The Client agrees to indemnify, defend, and hold harmless the Photographer from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the use of the Images not in accordance with this Agreement.

8. Governing Law This Agreement shall be governed by the laws of [State/Country]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [State/Country].

9. Entire Agreement This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, whether written or oral.

10. Amendment No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

11. Acknowledgment By signing below, both parties acknowledge they have read, understood, and agree to the terms of this Agreement.

Photographer's Signature: _____ Date: _____

Client's Signature: _____ Date: _____

Exhibit A: Description of Images

[Provide detailed information about the images included under this license, including file names, descriptions, and any other relevant details.]

This template is a starting point. We may want to add more detailed clauses, such as confidentiality, delivery methods, or specific rights and permissions for different types of media. Always consult with a legal professional to ensure your agreement is valid and enforceable.

The user understands that this template is designed for educational use only. Patrick Fore Photography, LLC shall not be liable or responsible for any legal dispute over the information above.