

# Photo Permission Agreement

\_\_\_\_\_ ("Licensor") is the owner of rights for the photograph described below (the "Selection"). \_\_\_\_\_ ("Licensee") wants to acquire the right to use the Selection as specified in this agreement (the "Agreement").

## Licensor Information

Title of work (the "Selection"): \_\_\_\_\_

Catalogue number (if applicable): \_\_\_\_\_

Photographer: \_\_\_\_\_

## Licensee Publication Information

The Selection will appear in the following publication(s) (the "Work"):

(check if applicable and fill in blanks)

book--title: \_\_\_\_\_

periodical--title: \_\_\_\_\_

event handout--title of event: \_\_\_\_\_

diskette--title: \_\_\_\_\_

website--URL: \_\_\_\_\_

If to be used on a website, the Selection will appear on:

(check if applicable)

home page

internal page

Name of publisher or sponsor (if different from Licensee): \_\_\_\_\_

Estimated date(s) of publication or posting: \_\_\_\_\_

If applicable, the estimated number of copies to be printed or produced (if a book, the estimated first print run): \_\_\_\_\_

If for sale, the price: \$ \_\_\_\_\_

If copies are free to attendees of a program, the cost of program:

\_\_\_\_\_

If a website, the average number of visitors per month: \_\_\_\_\_

### **Grant of Rights**

Licensors grants to Licensee and Licensee's successors and assigns, the:

(select one)

- nonexclusive
- exclusive

right to reproduce and distribute the Selection in:

(select all that apply)

- the current edition of the Work.
- all editions of the Work.
- all foreign language versions of the Work.
- all derivative versions of the Work.
- all media now known or later devised.
- promotional materials published and distributed in conjunction with the Work.
- other rights \_\_\_\_\_

### **Territory**

The rights granted under this Agreement shall be for \_\_\_\_\_ (the "Territory").

### **Fees**

Licensee shall pay Licensor as follows:

(select payment option and fill in blanks)

**Flat Fee.** As full payment for all rights granted, Licensee shall pay Licensor a flat fee of:

\$\_\_\_\_\_. Payment shall be made:

- upon execution of this Agreement.
- upon publication.

**Royalties and Advance.** Licensee agrees to pay Licensor a royalty of \_\_\_\_\_% of Net Sales. Net Sales are defined as gross sales (the gross invoice amount billed to

customers) less quantity discounts and returns actually credited. Licensee agrees to pay Licenser an advance against royalties of \$\_\_\_\_\_ upon execution of this Agreement. Licensee shall pay Licenser within thirty (30) days of the end of each quarter. Licensee shall furnish an accurate statement of sales during that quarter. Licenser shall have the right to inspect Licensee's books upon reasonable notice.

### **Credit & Samples**

(check if applicable and fill in blanks)

**Credit.** All versions of the Work that include the Selection shall contain the following statement: \_\_\_\_\_

**Samples.** Upon publication, Licensee shall furnish \_\_\_ copies of the Work to Licenser.

### **Warranty**

Licenser warrants that it has the right to grant permission for the uses of the Selection as specified above and that the Selection does not infringe the rights of any third parties.

(check if applicable)

Licenser warrants that a model release is on file for the Selection.

### **Miscellaneous**

This Agreement may not be amended except in a written document signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

### **Licenser**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Licensee**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Tax ID # \_\_\_\_\_