



Usage License

Agreement, entered into as of [AGREEMENT DATE], between [CLIENT NAME], located at [CLIENT ADDRESS] (hereinafter referred to as the "Client") and Mark Grutzmacher Photography (hereinafter referred to as the "Photographer") with respect to the licensing of certain nonelectronic rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

1. Description of Work. The Client wishes to license certain nonelectronic rights in the Work which the Photographer has created and which is described as follows:

Title: [TITLE OF WORK]

Number of images: [NUMBER OF IMAGES]

Subject matter: [DESCRIPTION OF SUBJECT MATTER OF WORK]

Form in which work shall be delivered: [DESCRIPTION OF FORM IN WHICH WORK SHALL BE DELIVERED]

2. Delivery Date. The Photographer agrees to deliver the Work within [DELIVERY TERM] days after the signing of this Agreement.

3. Grant of Rights. Upon receipt of full payment, Photographer grants to the Client the following nonelectronic rights in the Work:

For use as [USE DESCRIPTION] in the English language

For the product or publication named [PRODUCTION/PUBLICATION NAME]

In the following territory: [TERRITORY NAME]

For the following time period: [USE TIME PERIOD]

With respect to the usage shown above, the Client shall have nonexclusive rights unless specified to the contrary here.

If the Work is for use as a contribution to a magazine, the grant of rights shall be for one time North American serial rights only unless specified to the contrary above.

If the Client does not complete its usage under this Paragraph 3 by the following date [USAGE COMPLETION DEADLINE DATE], all rights granted but not exercised shall without further notice revert to the Photographer without prejudice to the Photographer's right to retain sums previously paid and collect additional sums due.



4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all electronic rights. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

5. Fee. Client agrees to pay the following: \$[USAGE PRICE] for the usage rights granted, or an advance of \$[ADVANCE AMOUNT] to be recouped against royalties computed as follows: [RECOUPMENT SPECIFICATION]

6. Additional Usage. If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.

7. Alteration. Client shall not make or permit any alterations, whether by adding or removing material from the Work, without the permission of the Photographer. Alterations shall be deemed to include the addition of any illustrations, photographs, sound, text, or computerized effects, unless specified to the contrary here: [ALTERATION EXCEPTIONS]

8. Payment. Client agrees to pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work. Overdue payments shall be subject to interest charges of [OVERDUE PAYMENT INTEREST AMOUNT] percent monthly.

9. Loss, Theft, or Damage. The ownership of the Work shall remain with the Photographer. Client agrees to assume full responsibility and be strictly liable as an insurer for loss, theft, or damage to the Work and to insure the Work fully from the time of shipment from the Photographer to the Client until the time of return receipt by the Photographer. Client further agrees to return all of the Work at its own expense by registered mail or bonded courier which provides proof of receipt. Reimbursement for loss, theft, or damage to any Work shall be in the following amount: [REIMBURSEMENT AMOUNT]. Both Client and Photographer agree that these specified value(s) represent the fair and reasonable value of the Work. Client agrees to reimburse Photographer for these fair and reasonable values in the event of loss, theft, or damage.

10. Samples. Client shall provide Photographer with [NUMBER OF SAMPLES] samples of the final use of the Work.

11. Copyright Notice. Copyright notice in the name of the Photographer shall or shall not accompany the Work when it is reproduced.

12. Credit. Credit in the name of the Photographer shall or shall not accompany the Work when it is reproduced. If the Work is used as a contribution to a magazine or for a book, credit shall be given unless specified to the contrary in the preceding sentence.



13. Releases. The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 7.

14. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration before [ARBITRATOR NAME] in the following location State of Maryland and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$2500 shall not be subject to this arbitration provision.

15. Return of Photographs. Destruction of Digital files & Return of Media: The Client assumes all risk for all photographic material supplied by the Photographer from time of receipt by the Client to time of actual receipt of photographs by the Photographer. The Client agrees to return all such material in undamaged, unaltered and un-retouched condition within thirty (30) days of receipt, or if a License is granted, within three (3) months of receipt by client or by first publication date, whichever is sooner, or such other period as is stated in writing herein. The Client agrees to destroy all digital files within one week of reproduction. If the files were sent on digital media, all such material must be returned in undamaged condition within thirty (30) days of receipt.

16. Miscellany. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Maryland.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Client

Mark Grutzmacher