

DEGLIN DESIGNS

PHOTOGRAPHY SERVICES & LICENSE AGREEMENT

LYNN A. DEGLIN ("Photographer") hereby agrees to enter into the following Photography Services & License Agreement (hereinafter "Agreement") with SUBJECT, as identified in Section 1 below, as follows:

1. SUBJECT.

Name: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Email: _____

2. SERVICES & LICENSE. Upon payment of consideration, as more fully described below, Photographer agrees to create the Images, as defined below, and grants:

Subject the non-exclusive license to use the following Images (defined herein) for the Limited Purpose (defined herein) until expiration of the Period (defined herein).

Description of Images: _____

(hereinafter the "Images").

Limited purpose(s): _____

(hereinafter "Limited Purpose").

Time period for use of Images: _____ from the date first entered below (hereinafter "Period").

Subject the non-exclusive, royalty-free license to use the following Images (defined herein) for any purpose (hereinafter "Unlimited Purpose".)

Description of Images: _____

(hereinafter the "Images").

3. LIMITATIONS. Except if Photographer and Subject has agreed to an Unlimited Purpose for use of the Images in section 2 above, Images may not be used for any other purpose other than for the Limited Purpose.

4. LICENSE FEE. In consideration for Photographer's services, license to use the Images and mutual covenants and conditions contained herein, Subject agrees to pay Photographer \$ _____. License Fee is paid at time of Image delivery.

5. RIGHT TO LICENSE. Photographer warrants and represents that she has the right to license the Images.

6. CANCELLATION. Each party may cancel this Agreement with two (2) business days notice. In the event of Subject's cancellation of this Agreement, Subject agrees to pay Photographer a total fee of \$75.00 to cover her preparation time.

7. INDEPENDENT CONTRACTOR. Photographer's relationship with Subject will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship.

8. INTELLECTUAL PROPERTY RIGHTS. Subject acknowledges and agrees that Photographer has not granted Subject any ownership rights in the Images, and that Photographer retains all intellectual property rights in the Images.

9. **ATTRIBUTION. When publishing the Images, or a part thereof, a photograph credit shall accompany the Images stating "Photograph by Lynn A. Deglin."**

10. INDEMNIFICATION. Subject shall indemnify and hold harmless Photographer against any damages, causes of action, complaints or other injuries arising from or relating to Subject's use of the Images.

11. TERMINATION. Any breach of this Agreement shall be grounds for immediate termination of Subject's right to further use the Images and forfeit of consideration paid to Photographer in section 4 above. If the Images are used by Subject outside the scope of the Limited Purpose, in addition to termination of its use, the Subject shall pay Photographer a royalty of One Dollars (\$1.00) for each and every use of the Image.

12. MISCELLANEOUS. This Agreement contains the entire agreement between the parties and supercedes all prior discussions or agreements (whether oral or in writing). This Agreement may only be modified in a writing signed by both parties. If a court of competent jurisdiction deems any part of this Agreement invalid, the remainder shall remain in full force and effect. If any dispute arises between the parties, such dispute shall be venued in Santa Clara County, California, and the prevailing party shall be entitled to reasonable attorneys fees and costs. Photographer is entitled to seek injunctive relief in addition to other and further relief as appropriate. This Agreement shall be governed by California law. Facsimile signatures shall be accepted as valid as original signatures. This Agreement may be executed in counterparts, each part collected together to create one fully executed agreement.

IN WITNESS WHEREOF, each signer warrants and represents that each is authorized to enter into this Agreement on behalf of each party, and has read, fully understood, and hereby agrees to be bound by its terms and conditions.

X _____

Subject: _____

Title: _____

X _____

Lynn A. Deglin ("Photographer")