

# Licensing Agreement

AGREEMENT, entered into this **Xth** day of **MONTH YEAR**, between Rakoczy Photography located at PO Box 2045, Manchester, CT 06045 (herein referred to as "Photographer") and \_\_\_\_\_ located in \_\_\_\_\_ (herein referred to as "Client") with respect to the licensing of certain non-electronic and electronic rights in Photographer's Images (defined as all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic or any other media, herein collectively referred to as the "Work").

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

Title: **(client name) studio/location session, date**

Number of images: **# images**

Subject matter: **studio/location business portraits of \_\_\_\_\_**

Format in which Work shall be delivered: **online gallery, digital files, high and low resolution JPG**

2. Delivery Date. The Photographer agrees to deliver the Work by **DATE**
3. Grant of Rights. Upon receipt of payment in full, Photographer grants to the Client the following rights in the Work:

**PLUS License Code**

|PLUS|V0120|U001|1IAK1UNA2AAT3PAA4SAA5VAA6QAA7DUZ8RCE8IAE8LAA9ENE|

**Term**

Standard

LDF Version

Media

Placement

Size

Versions

Quantity

Duration

Region

Language

Industry

Exclusivity

**Value**

PLUS

1.20

All Categories | Marketing Materials |

All Marketing Material Types | All Distribution Formats

Any Placements on All Pages

Any Size Image | Any Size Media

All Versions

Any Quantity

Up To 5 Years

Northern America | USA and Canada

All Languages

All Industries

Non-Exclusive

4. Transfer of Rights. Rights granted may not be transferred to any third party; however such rights may be transferred to successors in interest of the client.
5. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials.
6. Fee. Client agrees to pay the invoiced fee. License for use of images is contingent upon payment of invoice in full. Payment of the invoiced fee implies acceptance of the service received.
7. Additional Usage. If Client wishes to make any additional uses of the Work, Client agrees to seek permission from Photographer and make such payments as are agreed to between the parties at that time.
8. Alteration. Client may make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images alone or with any other material.

9. 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 Image(s). Overdue payments shall be subject to interest charges of 1.5% percent monthly.
10. Samples. Client shall endeavor to provide Photographer with two samples of each published use of the Work when such provision does not unduly inconvenience the Client.
11. Photo Credit. All published usages of Images shall be accompanied by written credit to Photographer or copyright notice as specified below unless no placement of a credit or copyright notice is specified.

Credit to read: **"Photo © 2011 Chris Rakoczy"**

12. 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 8.
13. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration in the county of Hartford, CT 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 \$5000 shall not be subject to this arbitration provision.
14. Additional Terms and Conditions. The parties agree that the attached Terms and Conditions shall apply to this License Agreement. To the extent that any provision of this License Agreement conflicts with any of the attached Terms and Conditions, the terms of this License Agreement shall prevail.
15. Miscellaneous. 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 Connecticut. Parties submit to the personal jurisdiction of the courts of the State of Connecticut and the United States District Court, District of Connecticut.

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

Photographer \_\_\_\_\_  
Christopher Rakoczy

Client \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_