

PHOTO SESSION AGREEMENT

Between _____ ("Artist") and _____ ("Photographer")

Location: _____

Date: _____

Single Issue License. The photographs, digital images, or other recordings to be made of Artist (or Artist and any third parties) (the "Photographs") are to be published once on the inside of the _____ issue of _____ (the "Publication").

Artist Approvals. All Photographs which Photographer intends to use first must be submitted to Artist for approval. The print, negative, or other material embodying disapproved Photographs will be promptly destroyed by the Photographer. This license will automatically expire without further notice if the article containing the approved Photographs is not published by the issue date above.

Alterations. At no time may Artist photographic image be altered by Publication. Any proposed post-production work to occur on any and all photographic images of Artist must be set forth in writing by Publication prior thereto and pre approved by Artist. Artist must have approval on any and all photographs that have been altered in any way, even if agreed to prior to photo session, before photos may be used in publication, and reserve the right to ask for approval of prints anytime thereafter before permission is given to use photos again.

Additional Licenses. Photographer will not make any further license or use of the Photographs for any retrospective or additional use by the Publication, advertising, promotional, publicity, commercial tie-in, merchandising, or other use and may not assign, auction, transfer, give away or otherwise dispose of the Photographs without first obtaining the written consent of Artist (or Artist's representatives) in each instance. [Artist pre-approves the reproduction or display of a cover of the Publication bearing an Artist approved Photo in connection with the normal and customary consumer subscription marketing activities of the Publication (e.g., pre-addressed postage paid subscription order cards inserted in copies of the Publication), provided such use does not occur more than 12 months from the initial publication date of the Publication bearing the Photographs.]

Portfolio Use. Photographer may use approved Photographs for non-commercial, non-publication purposes to promote Photographer's work to persons other than the general public, including promotional cards and portfolios, provided the Photographs are not displayed or transferred over the Internet. Gallery exhibits are subject to Artist's (or Artist's representatives) prior written approval in each instance.

Copyright. Copyright in the Photographs will be retained by Photographer, subject to the restrictions and Artist's approval rights in this Agreement. Photographer agrees that no publication, distribution, reproduction, recording, display, or other right under copyright will be exploited by Photographer other than in strict conformity with this Agreement.

PHOTO SESSION AGREEMENT

At Artist's request, Photographer will assign its enforcement rights to Artist so that Artist may enjoy or otherwise remedy a third parties' violation of the terms, conditions, and restrictions of this Agreement.

Third Party Clearances. Photographer will be solely responsible for any and all other individual authorizations, releases, consents, clearances, licenses, and payments as may be necessary with respect to the use of the Photographs.

Reserved Rights. Any use of the Photographs not expressly licensed to Photographer hereunder is reserved by Artist, and Photographer acknowledges and agrees that Artist reserves all right, title and interest in Artist's name, voice, likeness, merchandising, commercial tie-in, publicity rights, privacy rights, trademark rights, and other rights under applicable law.

Confidentiality. Photographer acknowledges that the privacy of Artist is highly valued and that all efforts are made to maintain confidentiality. Accordingly, Photographer agrees not to disclose any confidential, personal, or private information about Artist, Artist's family, or Artist's personal relationships at any time, or to write or assist in the writing or preparation of articles, news stories, books, or other productions or materials of any nature whatsoever about or referring to Artist.

Indemnity. Photographer shall indemnify and hold harmless Artist from any and all damages, costs, and expenses (including legal fees) arising out of or in connection with any unauthorized use of the Photographs by Photographer, or any party acting under the authority of Photographer, or any breach of Photographer's warranties, representations, or obligations hereunder.

Law. This Agreement shall be governed by and interpreted under the laws of California applicable to agreements made and to be fully performed therein, and where applicable, under U.S. Copyright Law. Photographer consents to the exclusive jurisdiction of the applicable state or Federal court located in Los Angeles County, California. Photographer acknowledges and agree that the damages caused Artist from a violation of this Agreement are irreparable, and that Artist may seek appropriate equitable or injunctive relief to prevent or remedy a violation of the terms hereof, in addition to damages. In any controversy respecting this Agreement, the prevailing party will recover its attorneys fees and costs. The license hereunder shall not become effective and Photographer may not use the Photographs unless and until a signed copy of this Agreement signed by Photographer is received by Artist.