

LightWurx Media
LICENSE OF ELECTRONIC RIGHTS

P.O. Box 153011
Austin, TX 78715-3011
(512) 751-5036

Photographer: _____ **Date:** _____
Address: _____ **Telephone:** _____

Company: _____
(if applicable and not LightWurx Media)

Client: _____ **Date:** _____
Address: _____ **Telephone:** _____

AGREEMENT, entered into as of the _____ day of _____, 20____, between "Photographer" (identified above and hereinafter referred to as the "Photographer"), located at the address shown above and "Client" (identified above and hereinafter referred to as the "Client"), located at the address shown above with respect to the licensing of certain electronic rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

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

Title _____ Number of images _____
Subject matter _____

Form in which work shall be delivered _____ [] computer file (specify format _____)
[] original transparency (size _____) [] dupe (size _____)

2. **Delivery Date.** The Photographer agrees to deliver the Work within _____ days after the signing of this Agreement.

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

For use as _____ in the _____ language
For the product or publication named _____
In the following territory _____
For the following time period _____
For display purposes only without permission for digital copying by users of the product or publication unless specified to the contrary here _____
With respect to the usage shown above, the Client shall have nonexclusive rights unless specified to the contrary here _____
Other limitations _____

If the Client does not complete its usage under this Paragraph 3 by the following 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 non-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: \$_____ for the usage rights granted.
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 (resizing for web-use is permitted):

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 _____ percent monthly.
9. **Loss, Theft, or Damage.** This clause only applies to non-electronic media transactions. 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:_____ Both Client and Photographer agree that these specified value(s) represent the fair and reasonable value of the Work. Unless the value for an original transparency is specified otherwise in this paragraph, both parties agree that each original transparency has a fair and reasonable value of \$1,500 (fifteen hundred dollars). 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 a hypertext web-link pointing to the Client's use of the Work as a sample of the end product: _____
11. **Copyright Notice.** Copyright notice in the name of the Photographer [] shall [] shall not accompany the Work when it is reproduced.
12. **Credit.** Credit in the name of the Photographer [] shall [] 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 _____ in the following location _____ 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 \$_____ shall not be subject to this arbitration provision.
15. **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 _____.

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

Photographer _____

Client _____

By: _____

By: _____