

Photographer Release
[Independent Contractor / License]

[Purchaser Name/Address]

[Date]

[Insert Photographer Address]

Dear _____:

This letter, when signed by the parties, will constitute a valid and binding agreement between _____ (“Purchaser”) and _____ (“Supplier”) with respect to photography services provided by Supplier.

1. **Grant of Rights.** Supplier grants to Purchaser for a period of _____ years (“Term”) an exclusive license to use any and all photographs prepared by Supplier pursuant to this agreement (“Photographs”) in any and all media and types of advertising and promotion now known or hereinafter developed throughout the world. Purchaser will have the unlimited right to exploit the Photographs as it sees fit, including the right to alter or rearrange the Photographs.

2. **Consideration.** Purchaser will pay Supplier, and Supplier agrees to accept, as full and complete consideration for the services rendered and rights granted to Purchaser hereunder the following compensation:_____.

3. **Supplier’s Warranty.** Unless otherwise provided herein, Supplier hereby represents and warrants: (a) that no third party has any rights in, to, or arising out of, the Photographs supplied hereunder; (b) that Supplier has full right and power to enter into this agreement; (c) that Supplier will obtain, and provide Purchaser with copies of, a fully executed release allowing unlimited use by Purchaser from any and all living persons, or representatives of any deceased persons, whose name, image or likenesses are used in the Photographs, and any and all owners of any unique or unusual inanimate objects used in the Photographs; and (d) that the Photographs comply with Purchaser’s specifications and are free from any material defects in design or workmanship.

4. **Indemnity.** Supplier agrees to hold Purchaser, its assigns and licensees harmless from and against any loss, damage or expense, including court costs and reasonable attorneys’ fees, arising out of: (a) any breach or alleged breach of any warranty made by Supplier hereunder; and (b) any claims or actions of any kind or nature resulting from the use of the Photographs. Purchaser agrees to similarly hold Supplier, its assigns and licensees harmless with respect to any materials supplied by Purchaser hereunder.

5. **Purchaser's Rejection and Approval.** Purchaser reserves the right to reject and not pay for Photographs not delivered in accordance with the specifications of this agreement, including timely delivery which is of the essence. Complaints, or notice of defects in workmanship or design of the Photographs, or notice of rejection of any of the Photographs will be forwarded to Supplier promptly after Purchaser has reviewed the Photographs.

6. **Supplier's Approval.** Supplier agrees that no advertisement or other material need be submitted to him or her for any further approval, and the Purchaser will be without liability to Supplier for any distortion or illusionary effect resulting from use of the Photographs.

7. **Entire Agreement; Amendments.** The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior agreements between the parties, whether oral, written or otherwise. No waiver, modification or addition to this agreement will be valid unless in writing and signed by the parties.

8. **Cancellation.** This agreement may be cancelled by Purchaser at any time prior to its acceptance of the Photographs, upon written notice to Supplier. In such event, Purchaser will pay Supplier, in lieu of the compensation specified in this agreement, the direct non-cancelable committed costs, in the performance of its obligations hereunder prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified in paragraph 2 of this agreement.

9. **Confidentiality.** Supplier covenants and agrees that he or she will not disseminate, reveal or otherwise make available to others, or use for his or her own purposes, any information, of a proprietary or confidential nature concerning Purchaser learned by Supplier in the course of fulfilling this agreement, including, but not limited to advertising materials, ideas, plans, techniques and products.

10. **Exclusivity of Endorsements.** Supplier warrants, represents and agrees that he or she has not authorized (which authorization is still in effect) and that throughout the Term hereof will not authorize or permit the use of the Photographs for any other person, corporation or business entity.

11. **Use of Photographs.** Purchaser does not have any obligation to utilize Supplier's services or the Photographs. Purchaser's only obligation pursuant to this agreement is to make the payments to Supplier as required hereunder.

12. **Independent Status.** This agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee-employer relationship or one of principal and agent, it being understood that the parties hereto are and will remain independent contractors in all respects.

13. **Assignment.** The fulfillment of this agreement, or any sums payable hereunder, may not be assigned by Supplier without the prior written consent of Purchaser.

14. **Governing Law.** The provisions hereof shall be interpreted in accordance with the laws of the State of New York.

If the foregoing meets with your understanding of our agreement, please indicate your acceptance by signing in the space indicate below.

[Purchaser]

By: _____

Its: _____

ACCEPTED AND AGREED:

By: _____

Its: _____