

This Photo License Agreement (this "Agreement") is made as of this _____ (the "Effective Date") by and between **STUDIO GEMINI** ("Photographer") and _____ ("Client"). The parties agree as follows:

1. License: Photographer hereby grants to Client an exclusive, limited license to use the following work _____ (the "Photos"):

Client is authorized to use the Photos in the following regions (the "Territory"): _____ **for the term of one year.**

2. Ownership of Copyright: Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to the copyright in all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights not expressly granted in this Agreement.

3. Fee: Client shall pay a fee in the amount of _____ in consideration for the rights and licenses granted herein.

Payment shall be made within _____ days of the due date. If any payment is not made within _____ days after the due date, Photographer may charge an interest of _____ per month. In the event any payment is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

4. Restrictions on Use: Client will not use the Photos for any of the following purposes:

(A) No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.

(B) No Standalone File Use. Client will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

(C) No Use in Trademark or Logo. Client will not use the Photos in any trademark, design, logo or other mark.

(D) No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.

(E). No Alterations. Client will not alter the Photos without the prior written permission of Photographer.

(F). No Sublicenses. Client will not sublicense the Photos without the prior written permission of Photographer.

5. Photo Notice and Markings: Client must include a photo credit or copyright notice in the name of the Photographer on all Photos.

6. Indemnification: Client will indemnify, defend, and hold harmless Photographer from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from use of the Photos by Client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Photographer.

7. Limitations of Liability: Except for any remedies that cannot be excluded or limited by law, neither party, nor any affiliate, will be liable under this agreement to the other party, any affiliate or other third person for any indirect, incidental, consequential, special, reliance, or punitive damages or lost or imputed profits, lost data or cost of procurement of substitute goods or services. This limitation of liability may not be valid in some states. Client may have rights that cannot be waived under consumer protection and other laws. Photographer does not seek to limit client's warranty or remedies to any extent not permitted by law. .

8. Termination: Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within _____ days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

9. Assignment: This Agreement may not be assigned by Client without Photographer's prior written consent. Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

10. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

11. No Waiver: This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

12. Entire Agreement: This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

13. Governing Law: The parties hereby agree that this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of **TEXAS**, without reference to rules governing choice of laws.

14. Disputes: Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

15. Attorneys' Fees: If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

16. Notices: All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PHOTOGRAPHER
Signature _____
Photographer _____
Date _____

CLIENT
Signature _____
Client Name _____
Date _____