

License of Rights — One-Year Commercial Use

AGREEMENT, entered into between Client and Annie Duncan Photography, Inc. (hereinafter referred to as the “Photographer”) with respect to the licensing of certain rights in the Photographer’s photograph(s) (hereinafter referred to as the “Work”).

- Grant of Rights.** Upon receipt of full payment, Photographer grants to the Client the following rights in the Work:
For use as: Printed and internet trainer/breeder/farm advertising. Work may be printed up to ten inches on the long side.
For the following time period: One-year from delivery date.
Work is for client’s use only, and may not be sold, licensed, distrusted, copied, submitted to a contest, or published in any medium, and may not be used to promote a product, service, business, organization, farm, etc, other than the client’s. With respect to the usage shown above, the Client shall have nonexclusive rights.
- 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 copyrights.
- 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.
- 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, computerized effects, distortion, editing, etc., that changes the Work from the form in which it was delivered to the Client.
- Credit.** Credit in the name of the Photographer (Annie Duncan) shall 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. If Client wishes to use the Work without credit, Client agrees to seek permission from the Photographer.
- 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 obtained, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 5.
- 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 Commonwealth of Pennsylvania.

Annie Duncan Photography, Inc.

Annie Duncan

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