

PHOTOGRAPHY USE AGREEMENT

This Agreement is entered into as of the date last signed below between the City of Port Townsend, Washington, located at 250 Madison Street, Suite 2, Port Townsend, Washington 98386 (the "Client") and _____, located at _____, Port Townsend, WA 98368 (the "Photographer") with respect to the licensing of certain rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

1. Description of Work. The Client wishes to license certain 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: digital image file in JPEG, TIF, or RAW format as agreed to by the parties.

2. Delivery Date. The Photographer agrees to deliver the Work within 7 calendar days after the signing of this Agreement.

3. Grant of Rights. In consideration of payment as set forth in Section 5, Photographer grants to the Client the exclusive non-commercial rights in the Work for use during the City's _____ Program. The Program shall run from the effective date of this Agreement through _____. During this time, Photographer will not sell or license Work or any photograph substantially similar to the Work. The work may be used either in print or digital format.

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 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 shall pay a total of \$500.00, tax included. Payment will be made within 30 days of Photographer's submission of an invoice to the City.

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 may alter the size and shape the Work and may make minor alterations of color, contrast, and lighting. Client may also add the campaign title and City logos, including marketing ("EnjoyPT") logos. 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.

8. Copyright Notice. Copyright notice in the name of the Photographer shall not be given in the same document as the Work when it is reproduced.

12. Credit. Credit in the name of the Photographer shall not be given in the same document in which the Work is used.

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. 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 Washington.

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

CITY OF PORT TOWNSEND

_____ Date

_____ Date