

# NON EXCLUSIVE PHOTO LICENSING AGREEMENT

## Non-Exclusive Photo License

This Photo Licensing Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [LICENSOR NAME], a Individual with an address of [LICENSOR ADDRESS] ("Licensor"), and [LICENSEE NAME], a Corporation with an address of [LICENSEE ADDRESS] ("Licensee"). Licensor and Licensee are each a "Party" and together the "Parties."

## Recitals

WHEREAS, Licensor is the copyright owner of, or an authorized agent with power to license, the photograph(s) described in Section 2 (the "Photograph(s)");

WHEREAS, Licensee desires to obtain certain rights to use the Photograph(s) for the purpose described in Section 3, and Licensor is willing to grant such rights upon the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## 1. Parties and Authority

Licensor represents that Licensor is the sole copyright owner of, or an authorized agent with the power and authority to license, the Photograph(s). Licensee represents that the person executing this Agreement on its behalf has the authority to bind Licensee.

## 2. Description of Photograph(s)

Licensor grants rights in the following photograph(s) (collectively, the "Photograph(s)"):

| [PHOTOGRAPH DESCRIPTION]

Total photograph(s) covered: **1**.

**Registration recommendation.** The Photograph(s) are not presently registered with the U.S. Copyright Office. Licensor acknowledges that under 17 U.S.C. §411, registration is a prerequisite to filing an infringement action, and under 17 U.S.C. §412, registration before infringement (or within three (3) months of first publication) is required to claim statutory damages (\$750–\$30,000 per work, up to \$150,000 per work for willful infringement) and attorney's fees. Licensor is strongly encouraged to complete registration at [copyright.gov/registration](http://copyright.gov/registration) promptly.

**Freelance photographer — no work-for-hire.** The Photograph(s) were created by a freelance photographer and are NOT a work-made-for-hire under 17 U.S.C. §101. Licensor (as the photographer or a party who has obtained a written copyright assignment from the photographer) owns the copyright. If Licensee requires broader rights than those granted herein, a separate written copyright assignment signed by the photographer will be required.

### 3. Grant of License; Permitted Use

**Non-exclusive license.** Licensor hereby grants to Licensee a **non-exclusive** license to use the Photograph(s) within the scope defined in Section 4. Licensor retains all right, title, and interest in the Photograph(s) and may license them to any other party.

**Permitted purpose.** The Photograph(s) may be used solely for the following purpose: [PERMITTED USE]. Any use outside the permitted purpose, media, territory, or term is a material breach of this Agreement and constitutes copyright infringement under 17 U.S.C. §501.

### 4. Scope — Media, Territory, and Duration

**Permitted media.** Licensee may use the Photograph(s) in the following media only:

- Website
- Social Media

**Territory.** Worldwide.

**Term.** This license commences on the Effective Date and continues for 12th (12) months.

**Reservation of rights.** Licensor reserves all rights not expressly granted. Any use of the Photograph(s) not expressly authorized above is prohibited and shall constitute copyright infringement.

**No sublicensing or assignment.** Licensee shall not sublicense, assign, transfer, or convey any rights under this Agreement to any third party without Licensor's prior written consent. The rights are personal to Licensee and do not pass to a successor, affiliate, or acquirer without such consent. Any attempted sublicense or assignment in violation of this section is void.

**No modification.** Licensee shall not crop, edit, color-adjust, filter, re-touch, add text to, composite, or otherwise modify the Photograph(s), nor create any derivative work therefrom, without Licensor's prior written consent.

## 5. Delivery, Format, and Acceptance

## 6. License Fee and Payment

Licensee shall pay Licensor a total license fee of **\$0.00** (zero dollars and 00/100) (the "License Fee").

**Payment.** The License Fee is due in full on the Effective Date.

**Late payment.** Any amount not paid when due shall bear interest at 1.5% per month (or the maximum rate allowed by law, whichever is less) from the due date until paid.

## 7. Copyright Ownership; Reservation

Licensor retains all right, title, and interest in and to the Photograph(s), including the copyright and all other intellectual property rights. This Agreement grants only a license — not an assignment — and does not transfer ownership of the Photograph(s). All rights not expressly granted are reserved to Licensor. Copyright arises automatically at creation under 17 U.S.C. §102; Licensor's rights are not contingent upon registration, although registration is required to pursue certain remedies.

## 8. Credit / Attribution

Whenever reasonably practicable, Licensee shall provide credit to Licensor in substantially the following form: "**Photo © [LICENSOR NAME]**" or such other credit line as Licensor may reasonably specify in writing. For online use, the credit shall appear adjacent to the Photograph or in a caption; for social media use, credit may appear in the caption, alt-text, or a clearly associated tag/handle. For print use, the credit shall appear in the caption, credits section, or margin in a font size reasonably legible given the publication.

## 9. Representations and Warranties

Licensor represents and warrants that: (a) Licensor is the sole owner of the copyright in the Photograph(s), or an agent duly authorized to license them; (b) the Photograph(s) are original and do not infringe any third party's copyright, trademark, or other intellectual property right; (c) Licensor has not granted and will not grant any rights inconsistent with this Agreement; and (d) to the best of Licensor's knowledge, all information provided about the Photograph(s) is true and complete.

Licensee represents and warrants that: (i) Licensee will use the Photograph(s) only as permitted under this Agreement; (ii) Licensee will not remove, alter, or falsify any copyright management information ("CMI") embedded in or associated with the Photograph(s); and (iii) any advertising, promotional, or commercial use of the Photograph(s) will comply with applicable law, including the FTC Act and its implementing guides on endorsements and advertising substantiation.

## 10. DMCA Copyright Management Information; AI/ML Restriction

### 11. Indemnification; Copyright Enforcement

**Licensor indemnity.** Licensor shall indemnify, defend, and hold harmless Licensee from third-party claims that the Photograph(s), as delivered, infringe a third party's copyright, trademark, privacy, or publicity rights, provided that Licensee has used the Photograph(s) within the scope of this Agreement. Licensor's aggregate indemnification liability is capped at three (3) times the License Fee actually paid, except for claims arising from Licensor's intentional misrepresentation, which are uncapped.

**Licensee indemnity.** Licensee shall indemnify, defend, and hold harmless Licensor from third-party claims arising from (a) Licensee's use of the Photograph(s) outside the scope of this Agreement; (b) Licensee's modification of the Photograph(s) beyond what is authorized; (c) defamatory, false-light, or unlawful combinations of the Photograph(s) with other materials; (d) breach of the AI/ML restriction; or (e) Licensee's biometric use of the Photograph(s).

**Copyright infringement remedies.** Licensor may pursue all remedies available under 17 U.S.C. §501 et seq., including actual damages and lost profits, statutory damages (\$750–\$30,000 per work; up to \$150,000 per work for willful infringement under §504(c)), injunctive relief under §502, and attorney's fees under §505 (where registration preconditions in §412 are met). Federal courts have exclusive jurisdiction over copyright claims under 28 U.S.C. §1338(a).

**Attorney's fees.** The prevailing Party in any action arising out of this Agreement shall be entitled to recover reasonable attorney's fees and costs, to the extent permitted by applicable law and (for copyright claims) consistent with 17 U.S.C. §505.

### 12. Termination

**Termination for cause.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches and fails to cure within thirty (30) days of written notice of the breach.

**Automatic termination.** This Agreement terminates automatically upon (a) expiration of the Term; (b) Licensee's filing for bankruptcy or assignment for the benefit of creditors; or (c) Licensee's material breach that by its nature cannot be cured.

**Survival.** Sections 7 (Ownership), 8.1 (VARA), 9 (Representations), 10 (CMI/AI/BIPA), 11 (Indemnification), 12 (Post-Termination Deletion), and 14 (General) survive expiration or termination.

## 13. State-Specific and Statutory Notices

### 13.1 Right of Publicity

### 13.2 Freelance and Labor Classification

## 14. General Provisions

**Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. Federal courts have exclusive jurisdiction over copyright claims under 28 U.S.C. §1338(a); the Parties acknowledge this statutory jurisdiction applies notwithstanding any dispute-resolution election below.

**Venue.** Subject to federal exclusive jurisdiction over copyright claims, any action arising out of this Agreement shall be brought in the state or federal courts located in , [STATE], and the Parties irrevocably submit to personal jurisdiction there.

**Force majeure.** Neither Party shall be liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, epidemic or pandemic, government action, natural disaster, or failure of third-party infrastructure. The affected Party shall give prompt notice and use reasonable efforts to resume performance. If force majeure continues for more than sixty (60) days, either Party may terminate this Agreement on written notice.

**Relationship.** This Agreement creates no partnership, joint venture, agency, or employment relationship.

**Assignment.** Licensor may assign this Agreement to any successor in interest by merger, reorganization, or sale of all or substantially all its assets. Licensee may not assign without Licensor's prior written consent, except as expressly permitted under Section 4.

**Notices.** All notices shall be in writing and delivered by hand, overnight courier, certified mail with return receipt, or email with delivery confirmation, to the addresses in the preamble.

**Entire agreement; amendment; waiver; severability.** This Agreement is the entire agreement on its subject and supersedes prior agreements. Amendments require a writing signed by both Parties. No waiver of any breach constitutes waiver of any later breach. If any provision is held unenforceable, the remainder continues in full force and the unenforceable provision shall be modified to the minimum extent necessary to be enforceable.

**Counterparts; electronic signatures.** This Agreement may be executed in counterparts. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law. A signed copy delivered by electronic means shall be deemed an original.

