



Elite Member License Agreement

VIP Member License Agreement

Effective Date: 11/13/2018

DEFINITIONS:

This Agreement is between Kayla Butler (“Photographer”) and [You] (“Purchaser”) which includes Purchaser’s principals, employees, affiliates and representatives. Purchaser agrees that it has the legal authority to enter into this Agreement on behalf of its employer, company or organization. Photographer’s relationship with Purchaser is that of an independent contractor.

“Image(s)” means the photographic material, whether still or moving, created by Photographer pursuant to this Agreement and includes, but is not limited to, transparencies, negatives, prints, or digital files, that were captured, recorded, stored, or delivered, in any type of analogue, photographic, optical, electronic, magnetic, digital, or any other, media.

USAGE RIGHTS and OWNERSHIP:

Purchaser acknowledges that Photographer is the author of the Image(s) and also the first and sole owner of all copyrights of the Image(s). The Image(s) and all copyrights remain the exclusive property of Photographer without limitation. All usage rights to the Image(s) specifically granted by Photographer to Purchaser are as follows:

The purchaser may use images for personal or commercial use, online and in print. The purchaser may resize, crop or change image orientation, as well as overlay text onto the image or overlay other artwork onto the images.

The purchaser may use the images to create digital products such as workbooks and ebooks, as long as the images cannot be extracted from the digital product. The Purchaser may not create digital products from the photos and call them “stock photos” for sale or to give them away.

It is not acceptable for the purchaser to claim the image as their own.

It is not acceptable for the purchaser to sell, loan, or give away the images or otherwise allow a third-party to use the image in any way other than in secondary products such as eBooks, Graphic Templates, or Presentations.

It is not acceptable for the purchaser to transfer the images to clients/customers.. Images may not be used for any offensive, illegal or pornographic use. Credit / Attribution is not required, but always appreciated

IMAGES ARE LICENSED FOR THE ABOVE SPECIFIC USE(S) ONLY.

The term of license begins from the date Photographer receives full payment of invoice. Unless otherwise agreed, any rights granted are always non-exclusive, non-sub-licensable and non-transferable. Any Image(s) may not be used in a logo, corporate identity, trademark or other service mark.

The use of any Image(s) will not constitute a work of joint authorship.

Copyright metadata contained within any digital file may not be altered, or removed, without the express consent of Photographer.

Unless otherwise agreed, Photographer retains the right to use the Image(s) for her self-promotion.

The photographer makes no claims to have rights for any logos or copyrighted material seen in the images.

GENERAL LIABILITY and RELEASES:

Purchaser will indemnify, defend, and hold harmless, Photographer, his contractors, and his representatives, against any and all claims, liabilities, damages, costs, and expenses, including reasonable legal fees and expenses, arising from Purchaser's use of any Image(s).

DIGITAL FILE QUALITY:

Photographer is committed to providing high quality services. Unless otherwise specified on the reverse side of this Agreement, Photographer may deliver, and Purchaser agrees to accept, the Image(s) encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the reproduction technology and use(s) for which the Image(s) is licensed.

Photographer uses cameras and monitors that are color calibrated to industry standards. But due to variances in other monitors, software and computer platforms, the Image(s) may display differently on other monitors. Therefore, neutrals will be set for mathematical neutrality and color will be adjusted for pleasing tonalities.

It is Purchaser's responsibility to verify that the digital data, including color profile, if provided, are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, losses, expenses, or consequential damages, resulting directly, or indirectly, from defects or errors in digital files or their use.

ACCEPTANCE OF TERMS:

Purchaser may not assign or transfer this Agreement or any of the rights granted hereunder. This Agreement is binding upon, and inures to the benefit of, Purchaser and Photographer, as well as their respective principals, employees, representatives, and successors. Purchaser and its principals, and employees, are jointly and severally liable for the performance of all payments and other obligations hereunder.

No amendment or waiver of any items is binding unless set forth in writing and signed by the parties. E-mail and electronic signatures will be considered legal and binding. However, the invoice may reflect, and Purchaser is bound by, Purchaser's oral authorizations for any additional Image(s), fees, and expenses, that could not be confirmed in writing due to the immediate proximity of completing the photography assignment.

This Agreement will be deemed to be a contract made under the laws of California and the for all purposes will be interpreted in its entirety in accordance with these laws.

In addition to oral and written agreements, use of any Image(s) by Purchaser will constitute acceptance of all the above terms and conditions.

This Agreement constitutes the entire and only agreement between Photographer and Purchaser with respect to its subject matter and supersedes all previous agreements.