

LAKE VIEW IMAGES - COMMERCIAL LICENSING AGREEMENT

This Photo Licensing Agreement (hereinafter "**Agreement**") is entered into the following date month/day/year. ____ / ____ / ____ (hereinafter -the "**Effective Date**") by and between:

Licensor: David C. Whited registered at 3121 Athens Rd., Silver Lake, OH 44224 and

Licensee: [INSERT NAME OR ENTITY NAME], _____
registered at [INSERT ADDRESS], _____
(hereinafter collectively referred to as - the "**the Parties**").

RECITALS WHEREAS Licensee wishes to license certain image rights in the Photo images, which the Licensor has created, and which is described as follows:

Number and description of Photo images: [SPECIFY].

Subject matter: **COMMERCIAL Licensing Agreement.**

Photo images shall be delivered via email: If other method required, please specify [SPECIFY]. _____

Licensor, subject to the terms and conditions set forth in this Agreement, wishes to grant the Licensee the license to use the Photo images to Licensee in connection with personal, non-commercial use, for the mutual benefit of Licensor and Licensee on terms of this Agreement.

2.1. To protect and preserve Licensor's rights in the Photo images, Licensee understands, acknowledges, and agrees that:

(i) before Licensee uses the Photo images, Licensor must approve of all aspects of Licensee's intended use; and

(ii) once Licensee has attained Licensor's approval, Licensor must review and approve any further alterations, modifications, or changes to Licensee's intended use.

1.1 **Counterparts.** This Agreement shall be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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COMMERCIAL LICENSE CONDITIONS

What you can do:

Photographer or videographer ("Content Provider") grants you a perpetual, non-exclusive, non-transferable, worldwide license to use the accompanying image(s) or video(s) (collectively, "Media,") for permitted commercial purposes, defined as:

- advertising, promotion, brochures, packaging
- as part of a commercial website for promotional purposes (maximum 800x600 pixels) use
- prints, posters, flyers, tearsheets for promotional purposes (not for resale)
- prints, posters, or other commercial display of Media
- magazines, books, newspapers, other printed publications
- video, broadcast, theatrical

What you may not do:

Buyer may not resell, relicense, redistribute without express written permission from Content Provider. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libelous, or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks. Media may not be made available for download.

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There is no warranty, express or implied, with the purchase of this digital image or video file. Neither Content Provider nor SmugMug will be liable for any claims, or incidental, consequential, or other damages arising out of this license or buyer's use of the Media.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Licensor's Signature: _____

Date: _____

Print Name: _____

Licensee's Signature:

Date: _____

Print Name: _____

Form Created 08/19/2023