

LAKE VIEW IMAGES - PERSONAL LICENSING AGREEMENT

This Photo Licensing Agreement (hereinafter "**Agreement**") is entered into Month/day/year _____ / _____ / _____ (hereinafter -the "**Effective Date**") by and between:

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

Licensee: [INSERT NAME OR ENTITY NAME], _____
registered at [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: **Personal Licensing Agreement.**

Photo images shall be delivered via email. If other method required, please 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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PERSONAL LICENSE CONDITIONS

Photographer or videographer ("**Licensor**") grants buyer a non-exclusive perpetual personal-use license to download and copy the accompanying image(s) or video(s) (collectively, "Media,") subject to the following restrictions:

This license is for personal use only. Personal use means non-commercial use of the Media for display on personal websites and computers or making image prints or video copies for personal use. The Media may not be used in any way whatsoever in which you charge money, collect fees, or receive any form of remuneration. The Media may not be used in advertising. The Media may not be resold, relicensed, or sub-licensed.

Title and ownership, and all rights now and in the future, of and for the Media remain exclusively with the Content Provider.

There are no warranties, express or implied. The Media are provided 'as is.'

Neither Content Provider nor SmugMug will be liable for any third-party 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 08/17/2023