

PURCHASE ORDER/PHOTOGRAPHER/ALL RIGHTS

[Advertising Agency/Advertiser Letterhead]

Date:

[Photographer's Name and Address]

Dear _____:

We have commissioned you to deliver certain photography, or you have offered to sell certain photographs to us, all as more specifically detailed in Schedule A attached hereto.

This letter, when signed by the parties, will constitute a valid and binding agreement between [Agency] (hereinafter referred to as "Purchaser") and _____ (hereinafter referred to as "Supplier") with respect to photography services provided by Supplier:

1. Grant of Rights. In the event that the material which is the subject of this agreement is copyrightable subject matter, Supplier and Purchaser hereby agree that for the purposes of the agreement the Photographs shall be a work-made-for-hire and the property of Purchaser. Purchaser shall have the right to secure copyright protection for the Photographs. In the event that the Photographs are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire, then and in such event, Supplier hereby assigns all right, title and interest to said Photographs to Purchaser and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Supplier gives and grants to Purchaser the right to exclusive use of all photographs, prepared by Supplier pursuant to this agreement, in all media and types of advertising and promotion of Purchaser (hereinafter referred to as "Photographs"). Purchaser shall have the unlimited right to exploit the Photographs as it sees fit, including the right to alter or rearrange the Photographs, throughout the United States, its territories and possessions. Purchaser's rights shall be exclusive and Supplier will not use, license or permit the use of the Photographs for any other purpose, except as part of Supplier's portfolio.

2. Consideration. Purchaser agrees to pay Supplier and Supplier agrees to accept, in consideration of all services rendered by Supplier and the use of the results thereof and all rights granted by Supplier to Purchaser, the following compensation: _____.

3. Supplier's Warranty. Unless otherwise provided in this agreement, Supplier hereby represents and warrants: (a) that no third party has any rights in, to, or arising out of, the Photographs supplied hereunder; (b) that Supplier has full right and power to enter into this agreement; (c) that all models and any other living persons, or the representatives of any deceased persons whose names or likenesses are used in the Photographs, and the owner of any

unique or unusual inanimate objects which are used in the Photographs, have executed releases allowing unlimited use by Purchaser and Supplier will supply Purchaser with copies of said releases with the Photographs hereunder; and (d) that the Photographs comply with Purchaser's specifications and are free from any material defects in design or workmanship.

4. Indemnity. Supplier agrees to hold Purchaser and its respective assigns and licensees, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that Purchaser and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the use in any manner of the Photographs. Purchaser agrees to similarly hold Supplier, its assigns and licensees harmless with respect to any material supplied by Purchaser.

5. Purchaser's Rejection and Approval Rights. Purchaser reserves the right to reject and not pay for Photographs not delivered in accordance with the specifications of this agreement, including timely delivery which is of the essence. Complaints, or notice of defects in workmanship or design of the Photographs, or notice of rejection of any of the Photographs, will be forwarded to Supplier promptly after Purchaser has reviewed the Photographs.

6. Supplier's Approved Rights. Supplier agrees that no advertisement or other material need be submitted to him for any further approval, and the Purchaser should be without liability to Supplier for any distortion or illusionary effect resulting from use of the Photographs.

7. Entire Agreement; Amendments. The terms and conditions set forth herein constitute the entire agreement between the parties and shall supersede all prior agreements. No waiver, modification or addition to this agreement shall be valid unless in writing and signed by the parties thereto.

8. Cancellation. This agreement may be canceled by Purchaser at any time prior to its acceptance of the Photographs, upon written notice to Supplier. In such event, Purchaser will pay Supplier, in lieu of the compensation specified in this agreement, the direct non-cancelable costs theretofore incurred by Supplier and any direct non-cancelable committed costs, in the performance of its obligations hereunder prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified on the face of this agreement.

9. Confidentiality. Supplier covenants and agrees that he will not disseminate, reveal or otherwise make available to others, or use for his own purposes, any information of a proprietary or confidential nature concerning Purchaser learned by Supplier in the course of fulfilling this agreement, including, but not limited to, advertising materials, ideas, plans, techniques and products.

10. Use of Photographs. Purchaser shall not be required to utilize Supplier's services or the Photographs, it being understood that Purchaser's only obligation shall be to make the payments required pursuant to the provisions of this agreement.

11. Assignment. The fulfillment of this agreement, or any sums payable hereunder, may not be assigned by Supplier without the prior written consent of Purchaser.

12. Governing Law. The provisions hereof shall be interpreted in accordance with the laws of the State of _____.

[Agency/Advertiser]

By: _____

ACCEPTED AND AGREED TO:
[Photographer]

By: _____