

PHOTO RELEASE AGREEMENT

This PHOTO RELEASE AGREEMENT (this "Agreement") is made and entered into as of (DATE), by and between Carolyn Moos, an individual ("Owner"), and _____ (the "Company"), with regard to the use by the Company of photographs owned by Owner, and containing photographic images of Owner, on the Company's website, [**LIST COMPANY WEBSITE or publication**] (the "Company Website") or (area of interest).

1. The photographs to be used by the Company subject to the terms and conditions of this Agreement (collectively, the "Photos") are as follows:

[**LIST PHOTOS WITH BRIEF DESCRIPTION**]

2. Subject to Section 3 of this Agreement, Owner hereby grants to the Company a non-exclusive, revocable license to include the Photos on the Company Website during the Term (as hereinafter defined), solely for promotional purposes related to the Company's business. The Company acknowledges and agrees that the foregoing license does not, without the prior written consent of Owner, which consent may be given or withheld in Owner's sole and absolute discretion, (a) authorize or permit the Company to otherwise exploit the Photos in any media or by any other devices, whether now existing or hereafter invented, including, without limitation, video-cassettes, videodiscs, CD-ROMs and other audio-visual devices, (b) include the right to alter the fundamental character of the Photos or (c) authorize or permit any use of the Photos in any manner not expressly authorized herein. Without limiting the foregoing, the Company acknowledges and agrees that it shall have no right to use the Photos, or permit any third party to use the Photos, in connection with or for any third party sponsorship, partnership or promotional deal, and in no event shall the Company use, or permit any third party to use, any of the Photos to sell, endorse, promote and/or advertise any product or service except as expressly set forth herein.
3. In consideration of the non-exclusive license granted to the Company by Owner pursuant to Section 2 of this Agreement, the Company shall, for the duration of the Term, permit Owner to post links to Owner's website, [**LIST OWNER WEBSITE**] (the "Owner Website"), on the Company Website.
4. The term of this Agreement (the "Term") shall commence on the date hereof and may be terminated by either party at any time upon written notice to the other party.
5. The Company acknowledges and agrees that Owner shall retain all ownership rights, copyrights and other rights to the Photos during the Term and thereafter. Without limiting the generality of the foregoing, Owner shall have the right to retain all original negatives, computer files, polaroids and/or other depictions of the Photos and shall have the right, in Owner's sole discretion, to sell, exploit, market or otherwise use the Photos in any manner whatsoever during the Term and thereafter.

6. Without limiting any of Owner's other remedies, whether in law or equity, the Company acknowledges and agrees that Owner shall have the right to injunctive relief, without posting of a bond, to prevent and/or cure a breach or threatened breach of this Agreement by the Company. **[Each of the Company and Owner acknowledge and agree that the prevailing party in any suit or action brought by either party in connection with this Agreement shall be entitled to collect its reasonable attorneys' fees from the non-prevailing party in connection with such suit or action.]**
7. Owner represents and warrants to the Company that Owner has no knowledge of any claim or potential claim by any party which might in any way affect the Company's rights herein.
8. **[Owner agrees to defend, indemnify and hold the Company harmless from and against any and all claims, damages, liabilities, losses or expenses ("Claims") suffered or incurred by the Company on account of or in connection with the breach of any of Owner's representations, warranties or covenants set forth herein. Subject to Owner's representations and warranties, the Company shall hold harmless Owner from and against any Claims in connection with the exploitation of the Photos.]**
9. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

"OWNER"

Carolyn Moos

"COMPANY"

[COMPANY NAME]

By: _____

Name: _____

Title: _____