



Artist Licensing Agreement

This legal Agreement (the “Agreement”) is entered into effective this date, _____ between Ryan Turner Images (“Artist”) and _____ (“Client”). All references to the Client in this Agreement shall include Client’s parent companies, affiliates, and subsidiaries. The agreement applies to certain licenses issues by ARTIST.

Licensed Material means any still images, video, audio, visual representation, digital or by other means, including negatives, digital files, transparencies, prints, collections, composites, reproductions, or any other product protected by copyright, trademark, patent or other intellectual properties. Any reference to the Agreement or Licensed materials applies to the Licensed Material taken as a whole AND to each individual item.

Scope of this Agreement. This Agreement applies to any image, graphics, digital assets, or digital images created or taken by Artist (collectively referred to as “IMAGES”) and delivered to the Client. This Agreement governs the relationship between the parties and in no communication or other exchange, shall modify the terms of this Agreement unless agreed to by both parties in writing or email.

Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of the Artist. This license provides the Client with the limited right to share Licensed Material on social media site(s) and personal website(s). Images used for any purpose not defined in RIGHTS section above must be with the express permission of Artist and may include the payment of additional fees, unless otherwise agreed to in writing. Images may contain copyright management information (CMI) at the discretion of the Artist in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes a violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Artist for any penalties and awards available under that statute.

Creation: The manner and method of creating any Image is solely at the discretion of Artist and the Client has no right to control Artist’s manner and method of performance under this Agreement.

Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. However, the invoice may reflect, and Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

Indemnification: Client shall indemnify and defend Artist against all claims, liability, damages, costs, and expenses (including reasonable legal fees and expenses) arising out of the creation or any use of the Images or materials furnished by Client.

General Law/Arbitration: This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements between the parties. This Agreement, and any dispute arising out of the Agreement shall be governed by laws of the State of California. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in Los Angeles, CA. and the parties hereby consent to the personal jurisdiction of such courts.

In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation in a forum mutually agreed to by the parties.

Severability: If any part of this agreement is declared unenforceable or invalid, in any respect, the remainder will continue to be valid and enforceable.

Waiver: No waiver of a condition or nonperformance of an obligation is effective unless it is in writing and signed by the party granting the waiver. No waiver by a party affects the exercise of any of its other rights or remedies. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

Model's Name (Print)

Email Address

X

Model's Signature

Date

If model is a minor, Parent or guardian must sign below:

I, the undersigned, being parent or legal guardian of the minor whose name appears above, hereby consent to the foregoing conditions and warrant that I have the authority to give such consent.

Parent/Guardian Name (Select appropriate designation)

Parent/Guardian Email Address

Phone Number

Date

X

Parent/Guardian Signature