



Dear Client,

Please read this Licensing Agreement carefully and completely. *Your acceptance of the delivery of the image file referred to in this document constitutes your express agreement to be bound by the provisions outlined herein.*

Sincerely,

David W. Kelley

David W. Kelley

License of Rights

AGREEMENT, entered into as of the ____ day of _____, 20 ____, between _____, located at _____ (hereinafter referred to as the "Client") and David W. Kelley, located at 11501 Regency LN, Carmel, IN 46033 (hereinafter referred to as the "Photographer") with respect to the licensing of certain rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

1. Description of Work. The Client wishes to license certain rights in the Work which the Photographer has created and which is described as follows:

Title _____ Number of images _____
Subject matter _____

Work shall be delivered in digital format.

2. Delivery Date. The Photographer agrees to deliver the Work within 14 (fourteen) days after receipt of payment.
3. Grant of Rights. Upon receipt of full payment, Photographer grants to the Client the following limited rights in the Work:

For a single non-exclusive use as a screen saver, as part of a website, email or email attachment, multimedia display, or in printed materials, packaging, and printed on or as part of merchandise for display purposes only and without permission for redistribution of for copying in any form, digital or otherwise, by users of or recipients of the product. Any display, public or private, of the Work shall be limited in size to not more than 24 by 36 inches (twenty-four by thirty-six) in size except as displayed as part of a multimedia presentation.

Rights granted are for publication in North America in the English language only. If the work is to be published or distributed in any printed or electronic form, magazine, corporate report, brochures, as advertising or promotional materials, packaging, or as part of merchandise or printed on merchandise, or by email, such publication or distribution shall be limited to a total circulation of less than 500,000 (five-hundred-thousand) copies or units and restricted to distribution in North America and the English language only for a period of 1 (one) year from the date of this agreement.

If the Work is to be used as part of a website, it shall not be displayed at a size greater than 800 pixels on the longest side, and visitors to or clients of the website shall not have permission to copy or download the Work as that will be considered redistribution of the Work. With respect to any usage shown above, the Client shall have nonexclusive rights in the image. If the Work is for use as a contribution to a magazine, the grant of rights shall be for one time North American English language serial rights only.

If the Client does not complete its usage under this Paragraph 3 within one year from the date of this agreement, all rights granted but not exercised shall without further notice revert to the Photographer without prejudice to the Photographer's right to retain sums previously paid and collect additional sums due.

4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all electronic rights not expressly granted. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

In addition, Client shall not have the right to print, copy, display, or distribute the Work as a fine art print, art work, wall art, art print, art reproduction, or poster or any other form intended to be displayed on a wall, framed, matted, or otherwise as a form of decoration. Client shall not have the right to use the Work in, on, or as part of a greeting card, note card, or invitation, and Client shall not have the right to use the Work in, on, or as part of a text book.

Client shall not have the right to redistribute the work for sale or profit as an image or in digital format, and shall not have the right to claim or to imply that the work was of the Client's creation, origination, or authorship.

5. Fee. Client agrees to pay the following: \$_____ for the usage rights granted.
6. Additional Usage. If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.
7. Alteration. Client shall not make or permit any alterations, whether by adding or removing material from the Work without the written permission of the Photographer. Alterations shall be deemed to include the addition of any illustrations, photographs, sound, text, or computerized effects.
8. Payment. Client agrees to pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work. Overdue payments shall be subject to interest charges of one (1%) percent monthly.
9. Samples. Client shall provide Photographer with one (1) sample of the final use of the Work.
10. Copyright Notice. Copyright notice in the name of the Photographer shall accompany the Work when it is reproduced and should be in the following format: © David W. Kelley, All Rights Reserved.

The embedded electronic copyright and contact information in the Work's electronic metadata shall not be removed by the Client unless the Photographer gives written permission.

12. Credit. Credit in the name of the Photographer shall accompany the Work when it is reproduced. If the Work is used as a contribution to a magazine or for a book, credit shall be given in the following format: Photograph © David W. Kelley, WestoftheMoon.com
13. Releases. The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 7.

14. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration in the state of Indiana, United States of America, and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$500.00 shall not be subject to this arbitration provision.
15. Miscellany. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Indiana, United States of America.

Client's acceptance of delivery of the Work from the Photographer and the Photographer's acceptance of the payment set forth above shall constitute an express agreement by both parties to be bound by the terms and conditions set forth in this Licensing Agreement.

For any questions, comments, or to request additional usage rights please contact the photographer at:

David W. Kelley
David W. Kelley's West of the Moon Photography™
11501 Regency LN
Carmel, IN 46033

Mailto: DavidKelley@WestoftheMoon.com
Web: www.WestoftheMoon.com

Phone: 317.590.0839
Fax: 317.582.1256