



crayton.communications, llc

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FOOTAGE, PHOTO AND TEXT LICENSE AGREEMENT (With Credit)

LICENSOR: _____

ADDRESS: _____

CITY/STATE: _____

This agreement is made and entered into this ____ day of _____, 19_ by and between _____ ("Licensor") and _____ ("Producer").

1. GRANT OF RIGHTS: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Licensor hereby grants to Producer a nonexclusive license to incorporate the Work, as hereinafter defined, into the Production, as hereinafter defined. The license granted hereunder includes the right to edit, telecast, cablecast, rerun, reproduce, use, digitize, modify without destroying the historical integrity or compromising the images and distribute in perpetuity the Work, in whole or in part, as incorporated in the Production and any advertising and promotion related to the Production. This license shall not include the right to use the Work independently of the Production or advertising and promotion related thereto. The rights granted herein shall not confer in Licensor any rights of ownership in the Production, including, without limitation, the copyright thereto, all of which shall be and remain the exclusive property of Producer, except that Licensor shall retain copyright in the Work. Licensor understands and acknowledges that the Production may consist of several different formats of the same Production, each format compatible with a different delivery system of multi-media (by way of example only, a DOS format and a MacIntosh format).

2. DESCRIPTION OF WORK: _____ (the "Work").

3. DESCRIPTION OF PRODUCTION:

4. CREDIT: In consideration of the rights granted to Producer herein, and provided the Work is used in the Production and the Production is actually released, Producer agrees to give Licensor credit either verbally or in

writing in the Production in substantially the following form:

Courtesy of:

Any inadvertent failure to provide credit shall not be deemed a breach of this Agreement.

5. MONETARY CONSIDERATION: In further consideration of the rights granted to Producer herein, Producer shall pay to Licensor the sum of \$___ per each photographic image scanned by Producer. Producer shall scan all images on Licensor's premises with Producer's own equipment.

5. REPRESENTATIONS AND WARRANTIES. Licensor represents and warrants to Producer that Licensor has the authority to grant to Producer the rights provided for herein.

6. ASSIGNMENT. Licensor acknowledges and agrees that Producer may assign its rights and obligations under this Agreement in whole or in part, subject to the advanced written approval of Licensor. Licensor consents herein to Producer assigning for publication and distribution the Production that the Work will be contained in.

7. REMEDIES. In the event of breach by Producer, remedies shall be limited solely to an action for damages at law.

8. ENTIRE UNDERSTANDING. The provisions herein constitute the entire understanding between the parties hereto with respect to the subject matter hereof. Any additions to or changes in the Agreement shall be valid only if set forth in writing and signed by the parties.

9. GENERAL. A waiver of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future.

10. HEADINGS. The headings at the beginning of each of the paragraphs hereof are for reference only and shall not affect the meaning or construction of this Agreement.

11. ARBITRATION. The parties agree that should a dispute arise between them, in anymanner, concerning the attached Contract, and said dispute involves the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000) or less in money damages, including interest, costs or attorneys' fees, the parties will submit the matter to Binding Arbitration in _____, _____ pursuant to the rules of the American Arbitration Association.

12. NON-DISCRIMINATION. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

Accepted for Licensor: _____

Accepted for Producer: _____

By: _____ By: _____

Its: _____ Its: _____