

Ray Lloyd Photography - License of Electronic Rights

AGREEMENT, entered into as of the _____, 2010, between _____ (hereinafter referred to as the "Client") and Ray Lloyd (hereinafter referred to as the "Photographer") with respect to the licensing of certain electronic rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

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

Title: **DimeParadise.com, RLPModels.com & related sites.**

Number of images: ___ [] digital images , ___ [] prints, size _____ .

Subject matter: **Photos taken for website, DimeParadise.com and related sites.**

Form in which work shall be delivered: JPEG image files (web-resolution and print-ready resolution)

2. Delivery Date. The Photographer agrees to deliver the Work within 30 days after the signing of this Agreement.
3. Grant of Rights. Upon receipt of full payment, Photographer grants to Client the following electronic rights in the Work:

For use as **personal, non-commercial purposes only** in the English language.
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 non-electronic rights. 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.
5. Fee. Client agrees to pay the following: **\$0** 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 permission of the Photographer.**
8. Copyright Notice. Copyright notice in the name of the Photographer shall accompany the Work when it is reproduced.
9. 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 unless specified to the contrary in the preceding sentence.
10. 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.
11. 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 Georgia.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Photographer _____

Client _____

Model/Company Name