

LICENSE AGREEMENT (PRINT, WEBSITE, EBOOK, AND MOBILE PLATFORM PUBLISHING)

License Grant. Subject to the terms and conditions of this License, I, _____ (“Owner”), owner of the copyrighted photograph being licensed, titled “_____” (the “Work”), hereby grant to Photographers for Good Foundation, and any other creator of the “Plus One Collection” project (together “Licensees”), a non-exclusive, world-wide, irrevocable, royalty-free, and perpetual license (“License”) to use, reproduce, prepare derivative works, distribute, and display the copyrighted Work, in whole or in part, for the purpose of the “Plus One Collection” charitable photography project (the “Project”). The rights granted to Licensees include publication of the Work in a print book, on the Project’s web-site, as an ebook, and as part of a mobile application distributed on iOS and Android platforms.

Release. Owner further consents to Licensees doing or omitting to do any act that would otherwise infringe the Owner’s “moral rights” in the Work. Licensees have no obligation to publish the Work.

Representation of Ownership; No Third Party Rights. Owner represents that he or she is the author and copyright owner of the Work and that the Work was not a work-for-hire made for a third party. Owner further represents that this license does not violate any assignment, license or other rights granted by Owner to any third party. If any element of the photograph is subject to the rights of third parties or if any person appears in the photograph, Owner represents that, prior to signing this License, Owner has secured all necessary releases to permit Licensees to lawfully publish the Work without compensation according to the terms of this License.

License Follows the Work. If Owner transfers copyright ownership of the Work to a third party, this License shall follow the Work, binding future owners. Owner shall notify any potential transferee of this License.

Indemnity. As between Licensees or Owner, it is the Owner’s responsibility to defend, settle, or otherwise resolve at Owner’s expense any dispute arising from a claim that the Work infringes a third party’s intellectual property, that the Work violates a third party’s right to privacy, or any other claim, civil or criminal, arising from publication of the Work, and to pay any related damages, liabilities, costs, and expenses (including legal expenses and reasonable counsel fees).

Consideration. In consideration for the License to the Work, Owner will receive the satisfaction of contributing to a charitable project and any incidental publicity that may arise from the Project. No additional consideration is expected.

Severability. Each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Entire Agreement. This License constitutes the entire agreement between the parties with respect to the Work. There are no understandings, agreements, or representations not specified here. This License may not be modified without mutual signed written agreement between Owner and Licensee. No term or provision shall be deemed waived unless such waiver is in writing and signed by the party to be charged with such waiver.

Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of California.

I have carefully read, understood, and agree to each provision in this License. If I do not fully understand the terms of this License, I have secured independent counsel prior to signing this License. I am over the age of 18 and have full capacity to execute this License.

By (signature): _____
Print Name: _____
Date: _____

Address: _____

