PHOTOGRAPHIC PRODUCTION AND LICENCE AGREEMENT #:

BETWEEN AND

THE "PHOTOGRAPHER" THE "LICENSEE"

DESCRIPTION OF THE PHOTOGRAPH(S):


FEES AND EXPENSES:

PHOTOGRAPHERS FEE:

- PRODUCTION:
- PRE-PRODUCTION & RESEARCH:
- DIGITAL CAPTURE FEE/RAW FILE PROCESSING/FILE MANAGEMENT/EDITING/POST OF WEB GALLERY:
- POST PRODUCTION/RETOUCHING:
- FINAL IMAGES(S) ARCHIVED ON DVD/CD MEDIA:

ASSISTANT(S):

- STYLIST:
- MAKE-UP ARTIST:
- HAIR STYLIST:

BACKGROUND/SET DESIGN/ ACCESSORIES:

- TRAVEL/COURIER SERVICES:

OTHER SERVICES:

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TOTAL PRODUCTION COST $     

LICENSEE IS SOLELY RESPONSIBLE FOR ALL MODEL’S FEES AND EXPENSES.

LICENCE:

THE PHOTOGRAPHER GRANTS THE LICENSEE THE FOLLOWING *NON-EXCLUSIVE CANADIAN RIGHTS OF THE PHOTO(S):

1) MEDIA, PLACEMENT, QUANTITY, DURATION, TERRITORY COVERED: (DETAILS)

2) MEDIA, PLACEMENT, QUANTITY, DURATION, TERRITORY COVERED: (DETAILS)

3) MEDIA, PLACEMENT, QUANTITY, DURATION, TERRITORY COVERED: (DETAILS)

* PHOTOGRAPHER HEREBY GRANTS TO LICENSEE AN EXCLUSIVE OPTION UNDER WHICH PHOTOGRAPHER SHALL RESERVE THE PHOTOGRAPHS TO THE SOLE BENEFIT OF LICENSEE UNTIL: ON THE FOLLOWING TERRITORY:

PAYMENT.

ALL INVOICES ARE PAYABLE UPON RECEIPT. ON PRODUCTION COST AND PHOTOGRAPHER’S FEE, A MONTHLY ADMINISTRATION FEE OF ____% (____% PER YEAR) WILL BE CALCULATED AND APPLICABLE AFTER _____ DAYS FROM INVOICE’S RECEIPT.

TAXES ARE NOT INCLUDED.

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TOTAL LICENCE $     

TOTAL $     

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PHOTOGRAPHIC PRODUCTION AND LICENCE AGREEMENT #:

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TERMS AND CONDITIONS:

1- LICENSEE ACKNOWLEDGES THAT PHOTOGRAPHER IS FIRST AND SOLE OWNER OF ALL "COPYRIGHT" OF ALL PHOTOGRAPH(S), AND THAT PHOTOGRAPHER SHALL REMAIN THE SOLE OWNER OF ANY AND ALL PHOTOGRAPHS OR ANY AND ALL MATERIAL USED OR TO BE USED IN RELATION TO PRODUCTION OR REPRODUCTION OF SAID PHOTOGRAPHS, AS WELL AS ALL COPYRIGHT THEREIN.

2- PHOTOGRAPH(S)" REFERS TO AND INCLUDES ALL ORIGINAL WORKS OR ANY PART THEREOF CREATED BY THE PHOTOGRAPHER USE OR INTENDED TO BE USED FOR PRINTING OR REPRODUCING COPIES OF THE ORIGINAL.

3- PHOTOGRAPHER IS ENTITLED TO USE ALL PHOTOGRAPHS FOR SELF PROMOTION PURPOSES OR TO ENTER INTO ANY CONTEST.

4- LICENCE BECOMES EFFECTIVE UPON THE SIGNATURE OF THE AGREEMENT. IT WILL BE RETROACTIVELY CANCELLED IF THE LICENSEE IS IN DEFAULT OF CARRYING OUT THE COMPLETE PAYMENT OF THE INVOICE IN THE ______ DAYS OF RECEIPT.

5- LICENSEE MAY NOT ASSIGN OR TRANSFER THIS LICENCE OR ANY PART THEREOF UNLESS AUTHORIZED IN WRITING BY PHOTOGRAPHER.. UPON DEFAULT, THE LICENSEE SHALL BE DEEMED CANCELLED BY OPERATION OF LAW.

6- ALL COPIES OF THE PHOTOGRAPH(S) OR ANY PART THEREOF MUST BEAR THE FOLLOWING WORDS:

"PHOTO: © _________________________20 , UNLESS WRITTEN AUTHORIZATION TO THE CONTRARY IS GIVEN BY PHOTOGRAPHER.

7- LICENSEE MUST RETURN TO PHOTOGRAPHER ALL PHOTOGRAPHS OR ANY OTHER MATERIAL IN ITS POSSESSION IMMEDIATELY UPON COMPLETION OF REPRODUCTION THEREOF AT THE ABOVE ADDRESS.

8- LICENSEE ACKNOWLEDGES HE/SHE IS SOLE RESPONSABLE FOR PHOTOGRAPHS. IN THE EVENT EACH PHOTOGRAPHS IN POSSESSION OF LICENSEE ARE LOST OR DAMAGED, PARTIES AGREE TO ESTABLISH THEIR VALUE AT _______$ EACH. IN SUCH EVENT LICENSEE AGREES TO PAY SAID AMOUNT TO PHOTOGRAPHER FOR EVERY LOST OR DAMAGED PHOTOGRAPH.

9- NO MODIFICATIONS, CHANGES OR ALTERATIONS MAY BE MADE ON PHOTOGRAPHS OR ANY PART THEREOF, DIRECTLY OR INDIRECTLY, WITHOUT PHOTOGRAPHER’S PRIOR WRITTEN CONSENT.

10- THE PRESENCE OF THE LICENSEE OR IT’S REPRESENTATIVE DURING PHOTO SESSIONS SHALL BE LICENSEE’S SOLE RESPONSIBILITY. IN THE EVENT THAT NO SUCH REPRESENTATIVE IS PRESENT, PHOTOGRAPHS SHALL BE DEEMED ACCEPTED BY LICENSEE AS TAKEN BY PHOTOGRAPHER.

11- CANCELLATION: SHOULD LICENSEE CHOOSE TO CANCEL PHOTOGRAPHER’S WORK, LICENSEE AGREES TO PAY ALL PRODUCTION COSTS INCURRED AT THE TIME OF CANCELLATION. IN ADDITION LICENSEE AGREES TO PAY THE PHOTOGRAPHER’S FEES UNDER THE FOLLOWING CONDITIONS: 25% OF PHOTOGRAPHER’S FEES IF NOTICE IS RECEIVED 48 HRS PRIOR TO SESSION / 50% FOR 24 HOURS PRIOR NOTICE / 100% FOR CANCELLATION THE SAME DAY.

12- THE PRESENT DOCUMENT CONSTITUTES A BINDING AGREEMENT BETWEEN SIGNATORIES WHEN SIGNED IN DUPLICATE BY BOTH PARTIES; LICENSEE ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL TERMS AND CONDITIONS CONTAINED IN THE PRESENT AGREEMENT.

SIGNED IN: ON: SIGNED IN: ON:

__________________________
SIGNATORY NAME IN CAPITAL LETTERS

PHOTOGRAPHER’S SIGNATURE LICENSEE’S SIGNATURE OR REPRESENTATIVE

CAPIC.ORG