

## Image/Video License Agreement

**Shoot Date(s):** \_\_\_\_\_ **Location:** TBD - \_\_\_\_\_

**Time:** 10:00AM- 2:00PM **Activities:** \_\_\_\_\_

**Client:** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Fees:** Shoot & initial 24 month term of usage \$ \_\_\_\_\_.00. **Extension:** One additional 24 month term is available for \$ \_\_\_\_\_.00. Fees due upon completion of the shoot and on the second anniversary of the shoot date if the extension is to be exercised.

**Usage:** Client agrees to ONLY USE the Images on his website, www.\_\_\_\_\_, and in online advertisements promoting his website. ALL OTHER USAGE IS PROHIBITED. Client also agrees to protect the use of these images so they will ONLY be used for wholesome, family oriented, purposes compliant with "contemporary community standards".

**Rights:** All Images and rights relating to them, including copyright remain the sole and exclusive property of Shawn Hayes. This license provides the Client with the limited right to reproduce, publicly display, and distribute the Images only for the agreed upon terms as set forth above.

**No Exclusivity:** This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Shawn Hayes, and Shawn Hayes shall be entitled to offer and provide these same services to others.

**Indemnification:** Client will indemnify and defend Shawn Hayes against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the Images or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases and ensure they are full effect and in force.

**Mandatory Arbitration of Disputes:** A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association. The arbitration will be conducted by, and under the then-applicable rules of American Arbitration Association. Arbitration proceedings shall be held in within Los Angeles County. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the dates written below.

Name: Shawn Hayes

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please complete the following and scan and email back to [santashawnhayes@gmail.com](mailto:santashawnhayes@gmail.com)**

"Santa" Shawn Hayes      SantaHayes.com      Phone 385-381-4299