

Agreement For The Use Of Prints and Photographs From Kevin Childress Photography for (buyer's name / project title)

In return for (agreed-upon terms) I, Kevin Childress, grant (buyer's name or business entity), its agents, successors, assigns, and designees (name any designees if any) a non-exclusive, perpetual license with respect to photographic materials provided by me for whatever purpose related to (the Project) that (buyer's name, business entity, or designee) shall in its sole discretion determine provided that (buyer's name, business entity, or designee) agrees:

- (1) To use the image(s) only once and only for the purpose or project stated above. Later or different use constitutes reuse and is prohibited. Subsequent requests for permission to reuse images must be made in writing. A reuse fee may apply.
- (2) To give proper credit for the image(s). Unless otherwise stated on the photographic copy, the credit line should read: © *Kevin Childress Photography*. The placement of credit should be as follows: (A) *Printed material*: Preferably the credit line should appear on the same page as the printed copy of the image and immediately adjacent to it. The credit may appear elsewhere in the publication if done in such a way that readers can quickly match individual images with their respective credit. (B) *Films, filmstrips, video, or electronic media*: The credit line should appear on the film, filmstrip, video, or electronic media where other sources are listed. If manuals accompany films or filmstrips, the credit should appear where the subject of the illustration is discussed in the text. (C) *Public exhibitions*: The credit should appear within the exhibit area.
- (3) To assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and in the use of the image(s), and to assume responsibility for obtaining all necessary permissions pertaining to use.
- (4) To defend and indemnify and save and hold harmless Kevin Childress or designates, from any and all costs, expense, damage and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of images to (buyer's name, business entity, or designee) and their use in any manner, including inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.
- (5) Not to permit others to reproduce the image(s); to destroy any digitized copies of images following their use.
- (6) Not to place the image(s) in another institution, repository, or collection, public or private.
- (7) Not to place images on the Internet unless granted explicit permission in writing from Kevin Childress.
- (8) That Kevin Childress in no way surrenders his own right to publish or otherwise use the image, or to grant permission for others to do so. That Kevin Childress reserves the right to make exceptions or additions to the conditions stated herein.

I hereby warrant that I have such rights and interests in materials submitted by me as will lawfully permit me to grant all rights as set forth above.

I am over twenty-one years of age and have read the above authorization and release prior to its execution.

On Behalf of (buyer's name, business entity, or designee)	On Behalf of Kevin Childress
Sign:	Sign:
Print:	Print:
Date:	Date: