



### Image Licensing Agreement

License Number: Doc # Here

This is a legal agreement between Legal / Pen Name (hereafter "You," "Client," "Licensee") and FuriousFotog, at 16417 Mahogany Drive Athens, AL 35613. (hereafter "FuriousFotog", "Photographer")

By signing this document on purchase of a Rights Managed (RM) License from FuriousFotog, you agree to be bound by the terms of this licensing agreement (the "Agreement") and the Image usage restrictions contained herein. For further information consult: [www.onefuriousfotog.com/bookFAQ](http://www.onefuriousfotog.com/bookFAQ) and <http://www.onefuriousfotog.com/privacy-statement>. If you do not wish to accept the terms of this Agreement, please do not sign and notify FuriousFotog by email: [furiousfotog@gmail.com](mailto:furiousfotog@gmail.com).

**SPECIFIC LICENSE TERMS:**

Usage: Single physical book, e-book, audiobook, and swag.  
Distribution: UNLIMITED  
Size: Up to full page  
Placement: Front and/or back; multiple instances allowed.  
Type: **EXCLUSIVE LICENSE**

**COPYRIGHT/CREDIT:**

Provide Photographer credit to "FuriousFotog/Golden Czermak" for cover reveal(s), within Derivative Works.

Provide FuriousFotog with a copy of the completed design.

FuriousFotog retains copyright and usage rights of the Image for their own projects, promotions, and advertising, not to compete with defined usage by Client per this Agreement

**DETAILS:**

Model(s) appearing in Image(s):

Model name here  
Image Number(s) of Description:

Image number here

**LIMITATIONS OF LICENSE:**

Exclusive licensed image for a **single book use** as detailed in *Specific License Terms*. It may be modified as needed for Client's Derivative Works. Derivative Works are **approved** for use in advertising, promotion, and giveaways – in online and in hardcopy form – by the Client, designer, or designated agent for either party. Derivative Works are **not approved** for multiple book covers nor sale of merchandise. For multiple cover use (as in a series) additional fees are required. For sales (of merchandise like posters, not the books themselves), a royalty payment is made to Photographer equal to 20% of earnings.

**KEY TERMS OF LICENSE:**

The time limit of this license does not expire after a certain time or if a certain number of sales is reached.




Per the table below, fees are payable via check to 'FuriousFotog,' or via PayPal/credit card at either [furiousfotog@gmail.com](mailto:furiousfotog@gmail.com) or [PayPal.Me/furiousfotog](http://PayPal.Me/furiousfotog), or Venmo account [@furiousfotog](https://venmo.com/furiousfotog)

Cost Basis	Description	Price
Photographer Fee	Cost for the Image License – Photographer fee.	\$ 300
Talent Fee(s)	Cost for the Image License – Talent and/or Agency fee(s).	\$ 300
Invoice Fee	3% fee assessed to cover charges PayPal makes for utilizing invoice services. \$600 and \$650 Images only.	\$ 18
Additional Fee(s)	Cost to use purchased Images in additional applications (e.g. on multiple covers, etc.)	\$ NA
<b>TOTAL DUE:</b>		<b>\$ 618</b>

- PayPal Invoices must be used when a Payment Plan is requested.
- A 3% fee is applied to PayPal invoices, only for \$600 and \$650 Images.
- A minimum \$150 down payment is required. It is nonrefundable.

- All Payments are due in full after four (4) months from the invoice date. If invoice becomes overdue, it shall be canceled after 14 days with the balance paid nonrefundable.
- No refunds shall be given once the sale is finalized and/or final Image supplied.

  
FuriousFotog Signature & Date May 09, 2019

**SIGN HERE**  \_\_\_\_\_  
Client or Designated Representative's Signature  
\_\_\_\_\_  
Printed Name & Date



## TERMS & CONDITIONS

### Definitions

#### "Terms"

Means the terms and conditions set out in this Agreement and includes any terms contained in Summary under Specific License Terms. The terms contained in Summary replace those in this Agreement to the extent of any inconsistency.

#### "Summary"

Means the forward to this Agreement, provided by FuriousFotog that may include, without limitation, details of the Images selected, any limitations on the License in addition to those specified herein, the key terms of the License and the corresponding price for the License. The terms contained in Summary shall be incorporated into this Agreement and all references to the Agreement shall include those terms.

#### "Image(s)"

Means the Image(s) you have selected to be licensed, which are identified in Summary.

#### "Intellectual Property"

Means all property, intellectual, industrial design and moral rights of every kind and nature, including all applications thereof, including but not limited to copyrights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, trade secret rights and registrations, initial applications, renewal extensions, continuations, divisions or reissues thereof.

#### "License"

Means the exclusive (unless otherwise stated in Summary), nonsublicensable or nontransferable right FuriousFotog grants to you to use the Image(s). FuriousFotog retains the original copyright and can use the image(s) for their own projects (e.g. in a calendar, photobook, for prints, etc.)

#### "Reproduction"

Includes any form of copying or publication of the whole or part of any Image whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Image (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting image may not appear to a reasonable person to be derived from the original Image.

#### "Release"

Means a model or property release or any other release of a third party right or other permission which it is necessary or desirable to obtain in respect of any Image.

#### "License Fee"

Means any nonrefundable sum payable to FuriousFotog and /or talent by you in respect of the License.

#### "Derivative Work"

Means any end product, such as the book cover itself, created using all or part of the Image(s).

### Contracting parties

The parties to this contract are FuriousFotog and You.

### Grant of rights and restrictions

FuriousFotog grants to you an exclusive (unless otherwise stated in Summary), non-sublicensable and non-assignable right to Reproduce the Image(s) solely in the manner and for the purposes set out in the Summary. This right may be exercised by your clients, provided that such clients agree to comply with all the Terms. When exercising this right, you must ensure any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

You may alter, crop, manipulate and create derivative works from the Image(s), so long as you ensure any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

Use of the Image(s) is strictly limited to the use, medium, period, print run, placement, size of licensed material, territory and any other restrictions specified in Summary. Unless otherwise stipulated in Summary, you may only use the Image within a single design or placement. You may utilize the Image in any production process that may be necessary for the intended use specified in Summary so long as any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

You may not incorporate Images (or any part of them) into a logo, trade mark, service mark or application thereof.

Image(s) must not be used as references for creating drawings or other visual works unless specifically authorized in Summary.

Unless otherwise specified in Summary Image(s) may not be reproduced more than once within any design, editorial piece, advertisement or another Derivative Work.

A License to use an Image on or in a product does not imply any right on your part to use the Image in any manner in the advertising or promotion of such product or service, which right must be separately negotiated.

FuriousFotog does not warrant the accuracy of the captioning, keywording or any other information associated with the Image(s).

You may not use the Image(s) in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third party intellectual property or privacy rights, whether directly or in context or by juxtaposition with other materials. The images *can* be used on trade/e-



book/audiobook covers and promotional swag, including romance and erotica book covers, when licensed for such purpose and agreed upon by the contracting parties.

You must abide by any restriction on use notified to you by FuriousFotog before, after or at the time of delivery of the Image(s), either in the information accompanying the Image(s), the Summary or otherwise.

FuriousFotog, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction of any of the Image(s) to ensure that the Image(s) are being used in accordance with this Agreement.

You may store the Image(s) in a digital library, network configuration or similar arrangement to allow them to be viewed within your organization and by your clients but you must retain the copyright symbol, the name of FuriousFotog, the Image(s)' identification numbers and any other information as may be invisibly embedded in the electronic files containing the original Image(s).

When your license period as set out in Summary ends, you must promptly delete the Image(s) from your computer or other electronic storage system. Any subsequent re-uses of the Image must be agreed with FuriousFotog in advance of licensing to ensure the Image is available under the rights you require. FuriousFotog may from time to time send you notification that an Image is no longer available for licensing in new products or designs.

The Image(s) may not be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, the Image(s) may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by website users. Similarly, your customers may be provided with copies of the Image(s) as an integral part of work product, but may not be provided with the Image(s) or permitted to use the Image(s) separately. Similarly, a Licensed image may not be resold to another party; all licensing must be through FuriousFotog.

#### **Intellectual Property Issues**

Nothing herein is intended or shall be construed to transfer or assign any Intellectual Property rights of FuriousFotog to you. You acknowledge that all right, title and interest in and to the Image(s), including, without limitation, any and all trademark, copyright and any other Intellectual Property rights therein remain with FuriousFotog, and nothing contained herein shall be construed to convey any rights or propriety interest in the Image(s) other than the specific rights granted herein.

Unless otherwise agreed by the parties in writing, if any Image is reproduced by you for editorial purposes only (e.g. for any non-promotional or advertising purpose) you must include the credit line, "Copyright FuriousFotog" or any other credit line specified by FuriousFotog in the Summary. If such required credit line is omitted, you will be responsible for payment of an additional fee

for use of the Image equal to thirty percent (30%) of the original amount paid attributable to the Image in question.

FuriousFotog's copyright notice and image identification reference must remain with your digital copy of the Image at all times. You will retain the copyright notice, the name of FuriousFotog and the respective artist, the respective RM Image reference and any other information or metadata that is embedded in the electronic file that comprises any Image which you have downloaded from the Website or otherwise received from FuriousFotog. Failure to maintain the integrity of the copyright information will constitute a breach of this Agreement.

#### **Warranty and limitation of liability**

FuriousFotog guarantees that should any Image have defects in material or workmanship and these are notified in writing to FuriousFotog within seven (7) days from the date of delivery of the Image then FuriousFotog will either replace the Image with another digital copy of the Image free from defect or refund the License Fee paid by you to the extent attributable to the defective Image, at FuriousFotog's option.

FuriousFotog makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. FuriousFotog shall not be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of FuriousFotog, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if FuriousFotog has been advised of the possibility of such damages, costs or losses. FuriousFotog's maximum liability arising out of or in connection with your use of or inability to use the Image (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to five (5) times the value paid by you for the relevant Image.

Each provision is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

#### **Payment**

Image is held after a nonrefundable down payment is made and delivered after all other payments are made in full to FuriousFotog. No Reproduction of any Image is authorized until payment in full has been received.

Any Reproduction by you or on your behalf prior to payment being received by FuriousFotog constitutes a breach of this Agreement which entitles FuriousFotog to immediately terminate this Agreement and further constitutes an infringement of copyright and other Intellectual Property rights.

#### **Indemnity**



You agree to indemnify and hold harmless FuriousFotog and its respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of any unauthorized use or allegedly unauthorized use of any Image supplied to you by FuriousFotog, on behalf of a Contributor, or any other breach by you of any of your obligations under this Agreement. The terms of this clause shall survive the expiration or earlier termination of this Agreement.

#### **General Release Information**

FuriousFotog gives no representations or warranties whatsoever as to the existence of any Releases associated with the Image(s) other than specified in the Model Release section.

FuriousFotog gives no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Image.

You must satisfy yourself that all Releases as may be required for Reproduction of the Image(s) have been secured. You are solely responsible for obtaining all such Releases and the License is conditional in each case on your obtaining them. If you are unsure as to whether any Releases are needed for your Image usage, then it is your responsibility to consult with relevant parties. Failure or refusal by you to secure the relevant Releases for Reproduction of the Image(s) is considered a breach of this Agreement and a breach of Intellectual Property rights, for which you shall be solely liable and for which you shall indemnify and hold harmless FuriousFotog and its respective parents, subsidiaries, successors, assigns, and all employees and agents.

This indemnification is in addition to, not in lieu of, the indemnification set forth in the indemnity section herein and shall survive the expiration or earlier termination of this Agreement.

#### **Model Release**

As a model and in consideration of the talent fee payment received by the named talent in Summary of this Agreement, they hereby grant FuriousFotog and their heirs, legal representatives, agents, and assigns the irrevocable, perpetual, and unrestricted right to use, re-use, publish and re-publish photographs taken of them by the FuriousFotog or anyone acting in behalf of FuriousFotog ("Photographs") in all forms, media and manners, in conjunction with their own or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. Photographs shall not be used for pornographic or defamatory purposes, but are licensed herein for romance/erotica book covers.

They have agreed to waive any right to review or approve: the use of the Photographs, or the matter that may be used in conjunction with the Photographs, now and in the future, regardless of whether the use or matter is known to them. They further waive any right to additional royalties or other compensation arising from or related to the use of the Photographs in client's or FuriousFotog's own projects.

They agree to release, discharge, and agree to hold harmless FuriousFotog and FuriousFotog's heirs, legal representatives, agents, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs.

They also release, discharge and agree to hold harmless FuriousFotog and FuriousFotog's heirs, legal representatives, agents, and assigns from any and all claims and demands ensuing from or in connection with the use of the Photographs, including any and all claims for libel and invasion of privacy. They have affirmed that they are over the age of majority and have authority to agree to these terms in their own name or as their rightful fictitious name.

#### **License Fee**

The License Fee depends on the nature of the rights granted, but is typically comprised of a Photographer Fee and a talent fee. You agree to notify FuriousFotog if you desire to expand the usage for the Image and pay any additional License Fees.

For use of the same Image on additional applications (e.g. on several covers in a duet or series), a premium of \$200 applies for use on the extra cover, and \$100 for each additional cover thereafter.

Use of an Image in a manner not specifically authorized under the terms set out in this Agreement's Summary constitutes a breach of the Agreement and an infringement of copyright.

Unless otherwise agreed in writing (such as a payment plan noted in Summary), all costs are payable by you within seven (7) days of contract issuance. If you do not make an initial nonrefundable down payment, FuriousFotog reserves the right to cancel the License after this time period and make the Images(s) available for another party to claim.

#### **License Cancellation**

Canceling the License revokes any right to publish, reproduce or use the Image(s) in any manner whatsoever.

You have the right to cancel payments at any time while making payments, in writing. The down payment shall be nonrefundable since the Image(s) had been held exclusively for you and unavailable to others for purchase. However, if you cancel, other funds will be returned, no further payments will be due, and the Image will be returned to available stock for another to purchase.

Note: **No** refunds shall be given once a sale is finalized, if an invoice goes overdue without prior written notification, and/or a final edited and high-resolution Image has been delivered to you.

FuriousFotog is not responsible for model behavior or for any other designer's Derivative Works (e.g. if they copy your cover's style, create a similar design, crop an original photo so it looks



like a different photo, etc.), so the Photographer shall not be held accountable for those actions.

FuriousFotog is also not responsible for removal of all instances of the purchased Image that were posted to social media/the internet prior to issuance of the Agreement.

Per the License issued, FuriousFotog is still allowed to use the Image for the Photographer's own projects and advertising.

#### **Image Exchanges:**

An Image exchange may be made within 45 days *while* making payments, and *before* a final payment is made. Changes in Image may reflect a change in price, if a new model is selected and has a higher or lower fee.

Only one (1) Image exchange is permissible per Agreement. This avoids tying up too many images from sale at one time. If you require an Image exchange after making one, it must be procured under a brand new Agreement.

#### **Delivery of Finalized Derivative Work**

FuriousFotog shall be provided with a copy of the Derivative Work (e.g. the final book cover design) for promotional purposes once it has been created

FuriousFotog agrees to keep the Derivative Work private until the client's own public reveal.

FuriousFotog agrees to share the Derivative Work on at least one of their social media platforms, but must be given credit as Photographer using "FuriousFotog / Golden Czermak".

#### **Condition of Images**

You should make sure that you examine the Image(s) for possible defects (whether digital or otherwise) before sending the Image(s) for Reproduction. FuriousFotog shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Image or its caption or in any way from its Reproduction.

#### **Downtime**

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Image(s) purchased.

#### **Miscellaneous**

The License will terminate immediately if you

- a) enter into voluntary or compulsory liquidation,
- b) have a receiver appointed or
- c) fail to perform any of your obligations under the Agreement within thirty (30) days of our giving you notice to comply.

In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image shall constitute an infringement of copyright.

No variation of any of these Terms shall be effective unless in writing and signed by FuriousFotog and you. No action of FuriousFotog, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that FuriousFotog waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by you, the terms of this Agreement shall prevail. Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.

In the event FuriousFotog retains an attorney or collection agency to collect any outstanding payment due by you, you agree to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and applicable interest. The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the laws of the State of Alabama. You hereby irrevocably agree to submit to the personal jurisdiction and venue of any state or federal court located in the City of Athens, State of Alabama, and expressly waive any claim or defense that such forum is not convenient or proper for purposes of any action arising under this Agreement. The parties hereto waive any right they may have to a jury trial. You recognize that the Image(s) possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which FuriousFotog might sustain by an unauthorized use.

You agree that irreparable injury would be caused to FuriousFotog by such unauthorized use, and that injunctive relief would be appropriate in the event of breach of this Agreement. If after notice to you, you fail to take any action which you are obliged to take hereunder, FuriousFotog shall have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable costs, expenses, attorney's fees and disbursements with respect thereto if such specific performance is awarded by a court of competent jurisdiction.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

This Agreement supersedes all prior understandings both oral and written between the Parties and constitutes the entire agreement between the Parties.

**{END OF AGREEMENT}**