

Release for Photography

Date:

Photographer:

Company Name (If Applicable):

Street Address:

City, State, Zip Code:

Phone Number:

Email Address:

This letter, when signed by the parties, will constitute a valid and binding agreement between VisitGreenvilleSC (hereinafter referred to as "Licensee" or "Advertiser") and [REDACTED], Photographer (hereinafter referred to as "Supplier") with respect to the artwork set forth on Schedule A hereto provided by Supplier to Licensee hereunder (hereinafter referred to as the "Materials").

- Grant of Rights.** Supplier gives and grants an unlimited, perpetual License (hereinafter referred to as the "Term") that is an exclusive usage license to use the Materials in all forms of media (i.e. advertising, brochures, proposals, e-marketing, direct mail, web, displays, artwork, in editorial, video, on social channels, etc.) as well as for commercial use (i.e. selling the likeness on T-shirts, posters, etc.) now known or hereinafter developed for the purpose of advertising, marketing and promoting Advertiser throughout the United States, its territories and possessions and with respect to the Internet, throughout the world.
- Consideration:** Licensee/Advertiser agrees to pay Supplier and Supplier agrees to accept, in consideration of all services rendered by Supplier and the use of the results thereof and all rights granted by Supplier to Purchaser, the following compensation: \$1,500 for 1 photograph (see Schedule A).
- Supplier's Warranty.** Unless otherwise provided in this agreement, Supplier hereby represents and warrants that: (a) the Materials are original, Supplier owns all right, title and interest in the Materials, and (b) no third party has any rights in, to, or arising out of, the Materials; (c) the Materials do not infringe or otherwise violate the rights any third party.
- Indemnity.** Supplier agrees to indemnify and hold Licensee/Advertiser and their respective directors, officers, employees, agents and assigns (the "indemnified parties") harmless from and against any claim, loss, damage, suit, judgment, liabilities or expense, including court costs and reasonable attorneys' fees, or any other losses of any kind arising out of or in connection with the use of these likenesses, and copyrighted and trademarked materials, including but not limited to violation of the rights of privacy or publicity, and infringement of copyright, trademark, and other proprietary rights that the indemnified parties may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the use in any manner of the Materials.
Licensee/Advertiser agrees to similarly hold Supplier harmless with respect to any material supplied by Licensee or Advertiser.
- Supplier's Approved Rights.** Supplier agrees that no brochure, advertisement, samples or other materials need be submitted to him/her for any further approval, and Licensee/Advertiser should be without liability to Supplier for any distortion or illusionary effect resulting from use of the Materials. Licensee shall have the unlimited right to exploit the Materials as it sees fit, including the right to alter or rearrange the Materials. Supplier also understands and agrees that VisitGreenvilleSC (a contractor with the City of Greenville and Greenville County) is permitted to share the photography and its likeness with the City of Greenville, Greenville County, and/or Artisphere for the purpose of promoting the destination for tourism

or economic development. Additionally, VisitGreenvilleSC is permitted to share the photography and its likeness with meetings, conventions and event planners for the purpose of promoting their upcoming event in Greenville.

- 6. **Entire Agreement; Amendments.** The terms and conditions set forth herein and in Schedule A constitute the entire agreement between the parties and shall supersede all prior agreements. No waiver, modification or addition to this agreement shall be valid unless in writing and signed by the parties thereto.
- 7. **Use of Materials:** Licensee shall not be required to utilize Supplier’s services or the Materials.
- 8. **Governing Law.** The provisions hereof shall be interpreted in accordance with the laws of the State of South Carolina, without regard to its conflict of law provisions.
- 9. **I guarantee that I own the rights to this photographic work in its entirety and have also acquired the necessary releases for all persons, talent, and/or locations, involved in producing the photographic image submitted for this competition.**

If the above accords with your understanding, please sign below (digitally or in ink), indicating your agreement to the terms above, and return the signed copy to us by email or by mail.

Very truly yours,

VisitGreenvilleSC

NAME: Stephanie L. Thorn

TITLE: Senior Marketing Manager

SIGNATURE: _____

DATE: _____

ACCEPTED AND AGREED TO: _____, Photographer

SIGNATURE: _____

DATE: _____

County of Residence:

Is this your first time applying for the Visitor's Guide Cover Contest? YES NO

SCHEDULE A

DESCRIPTION OF PHOTOGRAPHY TO BE SUPPLIED:

Please include a TITLE of each submission as well as a DESCRIPTION.