

PHOTO LICENSE AGREEMENT

This Photo Licensing Agreement (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date") by and between the owner of the image _____ (The "Seller") and the person who wants to purchase the image _____ (The "Buyer") individually known as the "Party" and jointly as the "Parties".

WHEREAS, the Seller owns the rights of a digital image, and the Buyer would like to purchase the image mentioned before through the payment of certain amount of money.

NOW, THEREFORE, the Parties agree to the mutual arrangements specified below for their consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Digital Image.

The Seller owns and has the right to provide to the Buyer the use of the following digital image or images (The "Digital Image"):

2. License.

The Digital Image is owned by the Seller and is copyrighted by law so the Seller can reserve the right to use the Digital Image on Seller's website and for itself. That means it will not be reproduced, duplicated, copied, published, or used in any way except as specified in this Agreement.

Additionally, the Seller will provide the Digital Image to Buyer from _____ (the "Agreement Start Date") to _____ (knowing that period as the "License Term").

3. Permissions and Restrictions.

Buyer shall only use the Digital Image in the following terms (The "Permitted use"):

Every other use of the Digital Image that is not contemplated in the previous terms will be exempt from permission and will be considered restricted.

4. Price.

The Buyer will pay the amount of _____ \$ (the "Purchase Price"), for the Permitted Use of the Digital Image, paid in (Cash/Transaction) before the Agreement Start Date.

5. Duration and Termination.

The Agreement will expire on ____, unless the Parties choose to renew it, or unless it is terminated for any of the reasons specified in this Agreement.

If any of the Parties wants to preliminarily terminate this Agreement, with or without cause, they shall provide written notice of termination to the other party and, unless a later date is stipulated in such notice, termination will be effective ____ days thereafter from the date of said notification.

Also, This Agreement shall terminate immediately upon the failure of the Buyer to comply with the terms and conditions described in this Agreement.

6. Governing Law.

This Agreement will be governed by the law of the State of _____.

7. General Provisions.

- This Agreement replaces all previous understandings and arrangements made between the parties, whether oral or written and constitutes the entire agreement between the Parties.
- If a court of competent jurisdiction found any term, condition, or provision of this Agreement is found invalid, void, or unenforceable, the remaining provisions will remain in full force and effect and will not be affected.
- This Agreement may not be modified, amended, or altered unless a written agreement is executed by the parties.

IN WITNESS WHEREOF, Seller and Buyer have executed this Photo Licensing Agreement dated the _____ day of _____, _____.

The SELLER:

The BUYER:
