

# License Agreement for Digital Imagery

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- 20150827-IMG\_5486\_Guggenheim.jpg
- 20151208-IMG\_6239\_Guggenheim.jpg
- 20160421-IMG\_3358\_Guggenheim.jpg
- IMG\_0159.jpg

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**Relationship of the Parties:** The parties agree that ARTIST is an independent contractor and that neither ARTIST nor ARTIST's employees or contract personnel are, or shall be deemed to be, employees of LICENSEE. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. ARTIST and the IMAGES or any other deliverables prepared by ARTIST shall not be deemed a work for hire as defined under Copyright Law. All rights granted to LICENSEE are contractual in nature and are expressly defined by this Agreement.

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**Delivery:** ARTIST may select delivery of photographs in JPEG, TIFF, PNG, or other standard formats at a resolution that ARTIST determines will be suitable for the IMAGES as licensed. It is the LICENSEE's responsibility to verify that the IMAGES are suitable for reproduction and that if the IMAGES are not deemed suitable, to notify the ARTIST within five (5) business days. ARTIST's sole obligation will be to replace the

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IMAGES at a suitable resolution (if available) but in no event will ARTIST be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided, ARTIST is not responsible for providing images 1) larger than 8"x10" at 300 dpi or 2) in a format higher than 8-bit or in RAW format. ARTIST has no obligation to retain or archive any IMAGES delivered to LICENSEE.

**Fees:** No fee is charged to LICENSEE by ARTIST

**Termination and Revocation:** The license contained in this AGREEMENT will terminate automatically without notice from ARTIST if LICENSEE fails to comply with any provision of this AGREEMENT. Upon termination, LICENSEE must immediately (i) stop using the IMAGES; (ii) destroy or, upon the request of ARTIST, return the IMAGES to ARTIST; and (iii) delete or remove the IMAGES from LICENSEE's premises, web site and other online sites where it has been used.

**No Exclusivity:** This Agreement does not create an exclusive relationship between the parties. LICENSEE is free to engage others to perform services of the same or similar nature to those provided by ARTIST, and ARTIST shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by ARTIST.

**Transfer and Assignment:** LICENSEE may not assign or transfer this AGREEMENT or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties. However, the invoice may reflect, and LICENSEE is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

**Indemnification:** LICENSEE will indemnify and defend ARTIST 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 LICENSEE.

**General Law/Arbitration:** This AGREEMENT sets forth the entire understanding of the parties and supersedes all prior agreements between the parties. This AGREEMENT shall be governed, interpreted and enforced in accordance with the laws of the District of Columbia. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in the District of Columbia, and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this AGREEMENT, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Severability:** If one or more of the provisions in the AGREEMENT is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

**Waiver:** No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this AGREEMENT and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of

If signing on behalf of an organization, please enter organization name:

X \_\_\_\_\_



# License Agreement for Digital Imagery

Signed By David Guggenheim

Signed On: June 18, 2018

Generated on: June 18, 2018

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# Signature Certificate

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## Timestamp

June 18, 2018 3:25 pm EDT

## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.