

General Terms and Conditions for Image Licensing

(You or Company)

A. Definitions: *Photographer* refers to Richard Hardman. *Client* refers to the commissioning party or company named above, its representatives, successors, assigns, agents and affiliates.

B. Grant of Rights: Photographer warrants that he is the sole copyright owner of the photograph(s) and has the sole right and authority to grant this permission to Client. Grant of reproduction rights hereunder is conditioned upon Client's acceptance of each term set forth in this agreement. All rights not expressly licensed to Client in writing remain the exclusive property of Photographer. Any reuse or use for purposes other than those declared requires a new authorization from Photographer and the payment of new royalties.

C. Payment: Full payment must be received within forty-five (45) days after the date on the Licensing Contract or prior to publication, or the usage shall be considered unauthorized.

D. Credit line: Unless explicitly waived, a copyright protection and credit line in the form © (YYYY) **Richard Hardman** (except for cover, where it can be on one of the opening pages) must appear adjacent to or within the images or the fee will be tripled. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.

E. Web Use: Unless explicitly waived, all web uses require a credit line under the form of a link to www.ricksdigitaldesert.com on the same page where the image(s) appear.

F. Copies: For all uses in print, client shall provide to Photographer, upon request, at least one copy of the use of each photograph.

G. Indemnity: Client hereby indemnifies and holds Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney fees, arising from Client's use of Photographer's work.

H. Releases: Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein. Photographer gives no rights or warranties with respect to the use of names, trademark, logotypes, registered or copyrighted designs or works of art depicted in any image.

I. Default: In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Photographer's costs and expenses incurred in connection with enforcement of the terms of this agreement, including Photographer's reasonable attorney's fees. Once the image has been transmitted, refund and exchange are subjected to a research and processing fee of at least US \$50. After ninety (90) days, no refunds will be issued.

J. Miscellaneous: Client may not assign or transfer this license. No alterations may be made in any of these provisions without written consent. Any request for alterations must be made within ten (10) days.

K. Governing Law: This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence, in the State of California, and the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of California and for all purposes shall be interpreted in its entirety in accordance with these laws.