



CUTTING EDGE
IMAGES, INC.

Cutting Edge Images, Inc. Sports Photos Contract

Client Name: _____ Address: _____

Phone Number: _____ Mailing Address (if different from physical address): _____

This Agreement is made this ____ day of _____, 20____ between
_____ (photographer name) of _____ (studio name)
in _____ and _____ (Client name).

This Agreement is for the following length of time: _____
(i.e. 2014 Lee County Winter Basketball League).

The Client and the Photographer hereby agree to the following terms:

For the duration of this agreement, the Photographer shall have the exclusive right to photograph participants and events. This exclusive right includes, but is not limited to, the creation, offering for sale and distribution of photographs of _____ (i.e. 2014 Lee County Winter Basketball League). The Client shall take all reasonable steps to ensure this exclusivity.

The Corporation agrees to obtain model releases from _____ (i.e. each parent) which will indemnify and hold harmless the photographer and the studio from loss or threatened loss arising out of the performance of this agreement.

The Photographer agrees to provide the Client with photographs of _____ (i.e. league events, action photographs, and group or individual portraits of coaches, players, or teams participating in the league) within _____ days of the _____ (i.e. season's completion) unless stated otherwise.

The Photographer agrees to provide the following limited copyright license to the Client for photographs of _____ (i.e. league events and group or individual portraits of coaches, players, or teams participating in the league):

1. The image(s) subject to this agreement are as follows:

2. Use of the above mentioned images are limited to the following:

3. All rights granted by the Photographer shall expire on:

The Photographer and the Client agree to the following licensing terms:

1. The Photographer retains all rights to each image. The Photographer also retains all rights not expressed in the agreement including advertising rights.

2. The Client agrees to give the Photographer proper photo credit on each reprint as follows:

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3. The Client may not transfer this license (or may not transfer the copyrights) to other parties without written permission from the Photographer.
4. The Client agrees that altering images is prohibited without receiving written permission from the Photographer except for alterations stated below.
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5. This agreement is:

_____ **Exclusive:** The Photographer shall not enter into an agreement with the aforementioned images throughout the duration of this contract.

_____ **Non-exclusive:** The Photographer may assign additional licenses to other parties during the contract.

The Client agrees to provide the Photographer's contact information to all persons requesting reprint permission of photographs created for the Corporation as follows:

_____ The Client shall arrange _____ (i.e. team and individual photographs with each team and provide the photographer with the schedule.) The Photographer will send confirmation via writing to the _____ (i.e. League Director).

_____ The Client is responsible for providing schedules for _____ (i.e. each team) to the Photographer _____ days prior to _____ (i.e. the start of the season.)

_____ The Client shall designate an area at each event for the Photographer to display, sell, and/or promote photographs created for event(s). The Client shall provide the following: The area shall have convenient access to electricity.

- **NOTICE OF COPYRIGHT:** It is ILLEGAL to copy or reproduce these photographs or videos for commercial purposes without the permission of Cutting Edge Images, Inc., and violators of this Federal Law will be subject to its civil and criminal penalties.
- All photos posted on social media, printed, or otherwise distributed may not be done so without photographer consent if prior to full editing and distribution of said photographs to the client/signing party. If the signing party/client distributes photos, prints them, posts on social media, or otherwise distributes photos and/or files prior to receiving fully edited photos, the client will be charged accordingly for said photos. Legal action may be taken if client refuses payment.
- If I, Cutting Edge Images, Inc., am unable to perform this contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to photographer illness or emergency, then the deposit shall be fully returned to the signing client, but shall have no further liability with respect to the contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or other media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer.
- Please note, that absolutely NO UNEDITED PHOTOS will be given to the client prior to them being edited by the photographer or distributed to the client on the DVD. This is to ensure that all photographs posted on social media or otherwise distributed will be of top quality and up to Cutting Edge Images, Inc. quality standards. Cutting Edge Images, Inc. does, however, reserve the right to post images on social media prior to delivery to the client for advertising purposes.
- Only basic photo touchups will be done to the photographs free of charge (color correction, cropping, and brightness correction.) All other edits requested by the signing party will be charged at a rate of \$10/photo. This includes, but is not limited to, fixing double chins, removing people from photos, skin blemishes, etc.
- **Late Payment Policy:** All payments must be due IN FULL within **30 days** of the completion of your event unless otherwise worked out between you and the photographer. All late payments past that due date will be subject to an additional 10% charge on your remaining balance for every 30 days thereafter that full payment is not received. Please understand that contracting party is more than happy to work out a payment schedule if need be, however, this must be agreed to before the contract is first signed.

I have read and understood this agreement, including the terms and conditions, and agree to be bound by them:

Photo date/time to be reserved:

Date:

Time:

Location (please fill in):

Please sign below:

PHOTOGRAPHER: _____

CONTRACTING PARTY: _____

DATE: _____

DATE: _____

