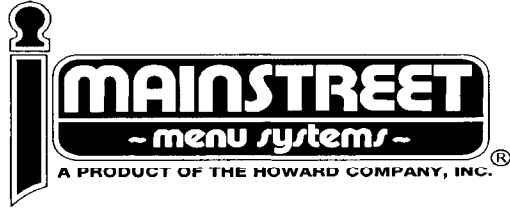


# HOWARD

Results At The Point-Of-Purchase



## STOCK PICTURE USAGE LICENSE CONTRACT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

The following license of rights contains these provisions: frequency of use, exclusivity, language, type of media, usage, size and placement of photographs, print run, length of use, region or area of usage. The copyright © 1986-2004 "Great American Stock" must appear on all enlargements made of photographs provided or printed near photograph when used in print or electronic media.

STOCK NUMBER	DESCRIPTION	Format Being Sent				Fee Amount
		EMAIL	FTP Site	4x5	CD	
						\$
						\$
						\$
						\$
						\$
						\$

Rights Granted:  
Non-Exclusive Reproduction Rights

Type of Media/Promotion:	Maximum Size of Image:
Maximum # Reproduced:	Permanent Display:
License Expires:	Region or Area of Use:
Other:	

Reimbursement for loss or damage of material sent:  
\$5/Day fee will be charged for late return of CD, or fax of – "Deletion of Files Affidavit (Page 3)"

*Note: Computer files MUST be destroyed at termination of project! (Subject to terms on Page 2)*

I agree to the above conditions and fee(s): \_\_\_\_\_  
Authorized Signature
Title or Position

## TERMS AND CONDITIONS

- (1) "Photograph(s)" means all photographic material furnished by Photographer (Great American Stock) hereunder, whether transparencies, negatives, prints or otherwise.
- (2) Except an otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States.
- (3) Client assumes insurer's liability (a) to indemnify Photographer for loss, damage, or misuse of any photographs and (b) to return all original photographs prepaid and fully insured, safe and undamaged, by bonded messenger, air freight, or registered mail within by date shown on license. Client assumes full liability for its principals, employees, agents, affiliates, successors and assigns (including without limitation messengers and freelance researchers) for any loss, damage, or misuse of the photographs.
- (4) Time is of the essence for receipt of payment and return of photographs. No rights are granted until timely payment is made. Pre-payment required.
- (5) Reimbursement by Client for loss or damage of each original transparency shall be in the amount of Five Hundred Dollars (\$500), or such other amount set forth next to said item on the Delivery Memo which accompanied said item when originally delivered to Client. Reimbursement by Client for loss or damage of each other item shall be in the amount set forth next to said item on the Delivery Memo which accompanied said item when originally delivered to Client. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell all rights to such item for less than said amount.
- (6) Photographer's copyright notice: © 1986-2004 Great American Stock" must accompany each use as an adjacent credit line.
- (7) Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the use of any photograph(s) for which no release was furnished by the photographer, or any photographs which are altered by Client. Unless so furnished, no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.
- (8) Client may not assign or transfer this agreement, or any rights granted hereunder. This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, employees, agents and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended.
- (9) Any dispute regarding this agreement shall be arbitrated in Albuquerque, New Mexico under rules of the American Arbitration Association and the laws of New Mexico. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$1500 or less may be submitted without arbitration to any court having jurisdiction thereof. Client shall pay arbitration and court costs, reasonable legal fees, and expenses, and expenses, and legal interest on any award or judgment in favor of Photographer.
- (10) Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by photographer under the Copyright Act of 1976, as amended.