

LICENSE & COPYRIGHT STATEMENT

DEFINITIONS

PHOTOGRAPHER: Brad Daniels and/or Brad Daniels Photography

CLIENT: Internet User, via BradDaniels.com

PROJECT: The Buddha Prince

COMPENSATION: Photo Credit as detailed below.

The images submitted with this delivery are copyright protected by Brad Daniels and/or Brad Daniels Photography (PHOTOGRAPHER). As a visitor to this site or user of this image gallery you are a CLIENT and must adhere to all terms of this LICENSE in order to be granted permission to use the image(s). The LICENSE is fully contained within this document.

LICENSE - PRINT PUBLICATION

CLIENT will be granted a license to publish the image(s) in a PRINT publication for the benefit of PROJECT "The Buddha Prince" (BP) when CLIENT complies with the following terms:

. CLIENT is allowed to publish the attached BP images for one (1) publication usage as it relates to PROJECT publicity and marketing during the Fall/Winter 2009 season, and

. any use of any and all images must be accompanied by photo credit placed adjacent to the image use area in this form:

Photos: BradDaniels.com, or, this form: Photos: Brad Daniels.

. If any image(s) are not used during this marketing cycle and/or for the purpose stated, the license is automatically and immediately revoked.

. Your download and/or usage of the images is your full acceptance of the terms stated.

LICENSE - WEB PUBLICATION

CLIENT will be granted a license to publish BP images on their WEBSITE for the benefit of "The Buddha Prince" when CLIENT complies with the following terms:

. CLIENT may publish to a website solely to publicize live productions of, or in conjunction with interviews with principals discussing The BUDDHA PRINCE, and

. only when use of image(s) is accompanied by photo credit placed adjacent to the image use area in this form:

Photos: BradDaniels.com, or, this form: Photos: Brad Daniels,

. and when that photo credit is hyperlinked to this website location:

<http://www.BradDaniels.com/buddhaprince>.

. If any image(s) are not used in the above prescribed manner during this marketing cycle and/or for the purpose stated, the license is automatically and immediately revoked.

. Your download and/or usage of the images is your full acceptance of the terms stated.

LICENSE - OTHER

ADDITIONAL USES ARE AVAILABLE TO CLIENT FOR CLIENT PURPOSES ONLY WHEN PRE-ARRANGED WITH PHOTOGRAPHER. Additional usage will only be granted within a signed and pre-approved contract and payment schedule. The images are expressly not released for CLIENT archive and re-use purposes.

CLIENT agrees that any use outside of the above stated LICENSE(S) is willful copyright infringement, and subject to any and all International, US, and/or State and/or local copyright laws and other laws of commerce. For the purposes of any legal action, CLIENT agrees that the governing laws of the State of Minnesota, and/or the County of Ramsey will be in force, and CLIENT hereby waives any argument of forum non-convenience. For the purposes of valuation, CLIENT agrees that each image is deemed to have a minimum value of \$1,500.

ADDITIONAL LICENSE TERMS

1. This agreement is between Brad Daniels ("PHOTOGRAPHER") and CLIENT, who retains services of, and/or uses copyrighted matter of PHOTOGRAPHER, as an Independent Contractor to deliver Photographs to CLIENT. Copyright and all film, prints, media, and digital files remain the property of PHOTOGRAPHER. The only rights granted to the Photographs are those specifically set forth above under "LICENSE". All other rights are reserved by PHOTOGRAPHER. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of PHOTOGRAPHER. CLIENT waives all defenses arising under section 107 of the Copyright Act, and waives all revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This agreement shall be governed under the laws of the place of residence of PHOTOGRAPHER. CLIENT agrees to personal jurisdiction in the state of residence of photographer.
2. COMPENSATION / Payment: No rights are granted until COMPENSATION in the form of payment and/or photo credit is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.
3. Warrants & Liability: PHOTOGRAPHER warrants that Photographs were created by him/her and he/she has authority to license their use to CLIENT. CLIENT will defend PHOTOGRAPHER against any and all claims, liability, damages, and costs, including legal fees & expenses, arising out of the creation, use, or misuse of the images. Unless delivered to CLIENT by PHOTOGRAPHER, no Model or Property release exists. CLIENT shall pay PHOTOGRAPHER's costs and expenses (including PHOTOGRAPHER's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding.
4. Cancellations & Postponements: If images are being created within a new ASSIGNMENT, CLIENT is responsible for payment of all expenses incurred up to the time PHOTOGRAPHER receives actual notification, plus 50 percent of PHOTOGRAPHER's fee. If notice is given less than two business days prior to the shoot date, CLIENT will pay 100 percent of the fee. Unless otherwise agreed, CLIENT will pay 100 percent of the fee for Weather Delays on location or 50 percent of the fee if postponement occurs prior to departure. CLIENT will be charged 100% of fee and expenses for any reshoots required by the client. For reshoots required by an act of God or fault of third party, client will pay all additional expenses.
5. Loss or Damage (Film Delivery only - not applicable for digital delivery): In the event of loss or damage of original transparencies or negatives, CLIENT will reimburse PHOTOGRAPHER in the amount determined as the photograph's value, but in all cases the minimum value per transparency or negative will be \$2500.

The images on this disk are copyrighted, and are intended for use solely by the CLIENT as listed on the Invoice. If you don't have an Invoice or approved LICENSE, you don't have permission to use the pictures, and are in violation of US and International Copyright Laws.

No pictures may be copied, reproduced, or transferred in print or electronic or any other form without the express written permission of Brad Daniels Photography.

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