

Salvatore Cincotta

[replace with your logo]

Limited Copyright Release

THIS AGREEMENT, made this [day] day of [month], 200[year], between _____,
(hereinafter, "Company"), whose principal office is at (_____), and
Salvatore Cincotta Photography whose address is _____ (hereinafter referred to
as "PHOTOGRAPHER").

1. Duties of Photographer. PHOTOGRAPHER has created the following Photographic Work[s] (hereinafter referred to as "PW"): [List photographic work or works] and by this Agreement, wishes to license the right to publish the PW to Company.

2. Ownership of Copyright in PW. PHOTOGRAPHER will retain ownership of the copyright in the PW, but will license certain rights to Company, as set out below. PHOTOGRAPHER has the right to register the rights to the PW in the U.S. Copyright Office.

3. Copyright Notice. Company agrees that the reproduction of the PW in the Company's brochures, advertisement or other media of the Company, in which the PW appears will contain a notice of copyright (showing Photographer is the Owner) that complies with all notice requirements of the United States Copyright Act.

4. Acknowledgment Notice. Company agrees that the reproduction of the PW in the Company's brochures, advertisement or other media of the Company, in which the PW appears will contain an acknowledgment that the photograph was taken by Photographer.

5. Grant of Rights in the PW. PHOTOGRAPHER grants to Company the use of the PW in the Company's literature, advertisement or other media owned by the Company. Photographer does not grant to the Company the right to reproduce the PW for sale by the Company or assign Company's right in the PW to any other individual or entity.

6. Rights Reserved to PHOTOGRAPHER. PHOTOGRAPHER reserves the right to license publication or use of the PW to other entities.

7. Consideration. PHOTOGRAPHER will receive \$[dollar amount] for licensing the publication of the PW to the Company and Photographer agrees that the acknowledgment notice paragraph 4 is also consideration.

8. Termination. This Agreement can be terminated by the PHOTOGRAPHER if the Company does not adhere to the terms herein. The Company may terminate this agreement if the PHOTOGRAPHER does not deliver an acceptable PW to the Company. [Optional] This Agreement ends on _____.

9. Material Is Original With PHOTOGRAPHER; Copyrighted material In PW Has Been used With Permission Only. The PHOTOGRAPHER acknowledges that the PW is original with the PHOTOGRAPHER, and agrees that the PW contains no material from other copyrighted works without the written consent of the owners of such copyrighted materials or without the written consent of any individuals in the PW.

10. Best efforts. COMPANY and PHOTOGRAPHER agree to use their best efforts and cooperate in the performance of this Agreement so that its purposes may be successfully carried out. The Company understands and acknowledges that the Photographer is the copyright owner and that any unauthorized use and/or sale, distribution or exploiting of the PW causes damage to the Photographer and that Company may be held liable for such damages.

11. Successors and assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

12. Notices. All notices and other communications required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other

written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to COMPANY: _____.

If to PHOTOGRAPHER: _____.

13. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of *[name of state]*. Venue shall lie in the State District Court or Federal District court in _____ [County] [State].

14. Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

15. [Option 1] Arbitration. PHOTOGRAPHER and COMPANY agree that any dispute that arises under this Agreement will be settled first by non-binding arbitration under the rules of the American Arbitration Association. The decision rendered by the Arbitration will not be enforceable in a court of law, and the parties may litigate once a decision by arbitration has been rendered.

[Option 2] **Arbitration** PHOTOGRAPHER and COMPANY agree that any dispute that arises under this Agreement will be settled first by non-binding arbitration under the rules of the American Arbitration Association. The decision rendered by the Arbitration will be final and enforceable in a court of law.

[Option 3] **Mediation.** In the event that the parties to this agreement dispute the terms, application of the terms of this agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including suit in any court or arbitration), the parties agree to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator. Either party may initiate mediation by contacting the other party and requesting mediation under this paragraph. The provisions of this paragraph shall be governed by the laws of the State of Illinois, expressly including but not as well as all applicable provisions of the Rules of Civil Procedure of the State of Illinois.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement this *[day]* day of *[month]*, 20____.

By:

Photographer's Signature: _____

Company's Signature: _____

Title: _____