

IMAGE LICENSE AGREEMENT

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This Image License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]] with an address at [LICENSOR ADDRESS] ("**Licensor**"); and

[LICENSEE LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]] with an address at [LICENSEE ADDRESS] ("**Licensee**").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

Recitals. Licensor owns or controls the copyright in certain photographs or illustrations and wishes to license them to Licensee for the uses described below. Licensee wishes to license those images on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and License Grant

1.1 Images. "**Images**" means the photographs, illustrations, or other visual works identified in **Exhibit A**, including any files, formats, and resolutions Licensor delivers under this Agreement.

1.2 Permitted Use. "**Permitted Use**" means the specific uses described in **Exhibit A** (for example, [WEBSITE / SOCIAL MEDIA / PRINT ADVERTISING / PACKAGING]), within the territory and for the duration stated there.

1.3 Grant. Subject to this Agreement and to Licensee's payment of the fees, Licensor grants Licensee a [NON-EXCLUSIVE / EXCLUSIVE], non-transferable, non-sublicensable (except as Section 1.6 allows) license to reproduce, display, and distribute the Images solely for the Permitted Use during the Term.

1.4 Reservation of rights. Licensor reserves all rights not expressly granted. The Images are licensed, not sold, and Licensor retains ownership of the copyright and all underlying rights.

1.5 Modifications. Licensee may [crop, resize, and color-correct / not modify] the Images as stated in **Exhibit A**, provided no modification is defamatory, misleading, or contrary to Section 3.

1.6 Subcontractors. Licensee may permit its agencies, printers, and contractors to use the Images solely to produce the Permitted Use on Licensee's behalf, provided Licensee remains responsible for their compliance.

2. Delivery and Credit

2.1 Delivery. Licensor will deliver the Images in the format and resolution stated in **Exhibit A** by [DELIVERY DATE / METHOD].

2.2 Attribution. Licensee will provide the credit stated in **Exhibit A** (for example, "**Photo by [PHOTOGRAPHER]**") where reasonably practical. If **Exhibit A** states that no credit is required, none is required.

2.3 **Master files.** Unless **Exhibit A** states otherwise, Licensor retains the original master files, raw captures, and working files, and is not obligated to deliver them.

3. Restrictions on Use

3.1 **Within scope only.** Licensee will use the Images only for the Permitted Use. Any use beyond the Permitted Use — including new media, territories, products, or a longer duration — requires Licensor's prior written consent and may require an additional fee.

3.2 **Prohibited uses.** Licensee will not: (a) resell, sublicense, or redistribute the Images as standalone files; (b) use the Images in a defamatory, obscene, or unlawful manner; (c) register the Images (or a derivative) as a trademark; or (d) use the Images in a way that falsely suggests endorsement by any person depicted without a valid release.

3.3 **Releases.** Licensor has obtained the model and property releases identified in **Exhibit A**, if any. Licensee is responsible for confirming that the Permitted Use is within the scope of those releases and for obtaining any additional releases its specific use requires.

3.4 **No exclusivity unless stated.** Unless **Exhibit A** grants exclusivity, Licensor may license the same Images to others.

4. Fees and Payment

4.1 **License fee.** Licensee will pay the fee stated in **Exhibit A**. Unless **Exhibit A** says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

4.2 **Invoicing and payment.** Licensor will invoice Licensee **[ON SIGNING / ON DELIVERY / AS STATED IN EXHIBIT A]**, and Licensee will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.3 **License conditional on payment.** The license granted in Section 1 takes effect only upon Licensor's receipt of full payment, unless **Exhibit A** states otherwise.

4.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

4.5 **Taxes.** Licensee is responsible for all sales, use, and similar taxes arising from the license, except taxes based on Licensor's net income.

5. Ownership and Copyright

5.1 **Ownership.** Licensor retains all right, title, and interest in the Images, including the copyright, subject only to the license granted in Section 1.

5.2 **Notices.** Licensee will not remove, alter, or obscure any copyright notice, watermark (except as part of an approved deliverable), or metadata identifying Licensor, except as necessary for an approved modification under Section 1.5.

5.3 **Infringement.** Licensee will promptly notify Licensor of any suspected infringement of the Images by a third party that comes to Licensee's attention.

6. Term and Termination

6.1 **Term.** The license begins on the Effective Date (subject to Section 4.3) and continues for the duration stated in **Exhibit A** (the "Term").

6.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

6.3 Effect of termination or expiration. On termination or expiration, the license ends and Licensee will stop new uses of the Images. Licensee may, unless the Agreement is terminated for Licensee's breach, continue to display materials already published as of the end date for a wind-down period of **[NUMBER]** days, as stated in **Exhibit A**.

6.4 Survival. Sections 3, 4 (for amounts accrued), 5, 7, 8, 9, and any others that by their nature should survive, survive termination.

7. Warranties and Disclaimers

7.1 Licensor warranties. Licensor represents that it owns or controls the Images, has the right to grant this license, and, to its knowledge, the Images do not infringe a third party's copyright.

7.2 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

7.3 Disclaimer. Except as expressly stated, the Images are provided "as is," and Licensor disclaims all other warranties, including merchantability and fitness for a particular purpose.

8. Indemnification and Limitation of Liability

8.1 By Licensor. Licensor will defend Licensee against third-party claims that the Images, as delivered and used within the Permitted Use, infringe that third party's copyright, subject to the releases identified in **Exhibit A** and to Section 8.4.

8.2 By Licensee. Licensee will defend Licensor against third-party claims arising from Licensee's use of the Images outside the Permitted Use, Licensee's modifications, or Licensee's failure to obtain a required release, subject to Section 8.4.

8.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

8.4 Limitation. Except for the indemnity obligations above, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement, except as applicable law does not permit.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE / N/A]
Date: _____	Date: _____

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