

IMAGE LICENSING AGREEMENT

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

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] (or an individual residing at [LICENSOR ADDRESS]) ("**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business 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, illustrations, or other still images and wishes to grant Licensee a license to use those images for the limited purposes described below. Licensee wishes to license those images on the terms set out in this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Images. "**Images**" means the photographs, illustrations, or other still visual works identified in **Schedule A** (Image Schedule), including each file, filename, frame, or asset number listed there, together with any preview, proof, or low-resolution version Licensor delivers.

1.2 Licensed Use. "**Licensed Use**" means the specific use described in Section 3 and in **Schedule A**, including the permitted media, placements, formats, territory, and duration.

1.3 Term. "**Term**" means the license period stated in Section 6, which may differ from the period during which this Agreement itself remains in effect.

1.4 Credit Line. "**Credit Line**" means the attribution Licensee must display, if any, in the form [e.g. "© [LICENSOR NAME]"] stated in **Schedule A**.

2. Grant of License

2.1 License. Subject to Licensee's payment of the License Fee and its compliance with this Agreement, Licensor grants Licensee a [exclusive / non-exclusive], [transferable / non-transferable], [sublicensable / non-sublicensable] license to reproduce, display, and distribute the Images solely for the Licensed Use during the Term and within the Territory.

2.2 Reservation of rights. Licensor retains all right, title, and interest in and to the Images, including the underlying copyright, except for the limited license expressly granted in Section 2.1. No rights are granted by implication, estoppel, or otherwise. All rights not expressly granted are reserved to Licensor.

2.3 **Exclusivity.** If the license is stated to be exclusive in **Schedule A**, that exclusivity is limited to the Licensed Use, media, and Territory specified, and Licensor may continue to use and license the Images for any other use unless **Schedule A** states otherwise.

3. Permitted and Prohibited Uses

3.1 **Permitted Use.** Licensee may use the Images only for the Licensed Use described in **Schedule A**, in the media, territory, formats, and quantities specified. Any use outside that scope requires Licensor's prior written consent and may require an additional fee.

3.2 **Prohibited uses.** Unless **Schedule A** states otherwise, Licensee may not: (a) use the Images in a defamatory, pornographic, unlawful, or misleading manner; (b) suggest endorsement by any person depicted without a valid release; (c) register the Images, or any element of them, as a trademark or design mark; (d) make the Images available for download as standalone files or in any manner that allows third parties to extract or re-license them; or (e) materially alter the Images in a way that distorts their meaning, except as permitted in **Schedule A**.

3.3 **Modifications.** Licensee may crop, resize, and color-correct the Images as reasonably necessary for the Licensed Use, but may not create derivative works beyond that without Licensor's prior written consent unless **Schedule A** grants derivative rights.

4. Fees and Payment

4.1 **License Fee.** Licensee will pay Licensor the license fee stated in **Schedule A** (the "**License Fee**"), in **[CURRENCY, e.g. US dollars]** and exclusive of taxes, according to the payment schedule there.

4.2 **Payment timing.** Unless **Schedule A** states otherwise, the License Fee is due within **[NUMBER, e.g. 15]** days of the Effective Date. The license does not take effect, and Licensee may not use the Images, until the License Fee is paid in full.

4.3 **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.

4.4 **Overruns and unauthorized use.** If Licensee uses the Images beyond the Licensed Use, Licensee will pay Licensor a reasonable additional fee consistent with Licensor's then-current rates for that use, without limiting Licensor's other remedies.

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, Credit, and Releases

5.1 **Copyright notice and credit.** Where a Credit Line is required in **Schedule A**, Licensee will display it adjacent to or in reasonable proximity to the Images consistent with industry practice for the media used. Failure to display a required Credit Line is a breach but does not transfer any ownership.

5.2 **Model and property releases.** Licensor represents that it holds the releases identified as obtained in **Schedule A** for the Licensed Use. Where **Schedule A** indicates that no release exists for a given Image, Licensee is responsible for obtaining any model, property, or other release required for its intended use.

5.3 **Third-party content.** Licensee is responsible for clearing any trademarks, logos, artwork, or other third-party content that appear within the Images and that its particular use may implicate.

6. Term and Termination

6.1 License Term. The license granted under Section 2 begins on the Effective Date (subject to payment) and continues for **[e.g. one (1) year / in perpetuity / the duration stated in Schedule A]**.

6.2 Termination for breach. Licenser may terminate the license on written notice if Licensee materially breaches this Agreement and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

6.3 Effect of termination or expiration. On expiration or termination of the license, Licensee will stop all new uses of the Images and, within **[NUMBER, e.g. 30]** days, cease distribution of and remove the Images from materials within its reasonable control, except that Licensee need not recall copies already distributed in commerce in good faith before termination unless **Schedule A** requires recall.

6.4 Survival. Sections 2.2, 5, 7, 8, 9, and 10 survive expiration or termination.

7. Representations and Warranties

7.1 By Licenser. Licenser represents and warrants that: (a) it owns or controls the Images and has the right to grant the license; and (b) to its knowledge, the Images as delivered do not infringe the copyright of any third party when used within the Licensed Use.

7.2 By Licensee. Licensee represents and warrants that it will use the Images only as permitted by this Agreement and in compliance with applicable law.

7.3 Disclaimer. Except as expressly stated in Section 7.1, the Images are provided "as is," and Licenser disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

8. Indemnification

8.1 By Licenser. Licenser will defend Licensee against third-party claims that the Images, as delivered and used within the Licensed Use, infringe that third party's copyright, and will indemnify Licensee for resulting damages finally awarded or agreed in settlement, subject to Section 9. This obligation excludes claims arising from Licensee's modifications, combinations, or use outside the Licensed Use.

8.2 By Licensee. Licensee will defend Licenser against third-party claims arising from Licensee's use of the Images outside the Licensed Use, its modifications, or its failure to obtain a release it was responsible for under Section 5.2, and will indemnify Licenser for resulting damages.

8.3 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or admission on the indemnified Party without its consent.

9. Limitation of Liability

9.1 Exclusion of indirect damages. Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, even if advised of the possibility.

9.2 Liability cap. Except for the indemnification obligations in Section 8 and a Party's gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total License Fee paid or payable under this Agreement.

10. General Provisions

10.1 **Independent parties.** The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 **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].

10.3 **Assignment.** Licensee may not assign this Agreement or sublicense the Images without Licensor's prior written consent, except as expressly permitted in **Schedule A**.

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

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

10.6 **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.

10.7 **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.

Schedule A — Image Schedule and Licensed Use

- Images (filenames / asset numbers): [LIST] - Licensed Use / purpose: [e.g. company website and social media] - Permitted media: [e.g. web, print, email] - Territory: [e.g. United States / worldwide] - License type: [exclusive / non-exclusive] - Derivative rights: [yes / no — describe] - Credit Line required: [yes — form / no] - Releases on file: [model / property / none] - License Fee and payment schedule: [AMOUNT AND TERMS]

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 or N/A]

Title: [TITLE]

Date: _____

Date: _____

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