

## **License Agreement for Use of Photography**



This Agreement is entered into on **DATE**, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT ("District") and **NAME**. ("Licensee").

WHEREAS, the District is in possession of **PHOTO DESCRIPTION** ("Licensed Material");

WHEREAS, LICENSEE NAME, ADDRESS, PHONE, EMAIL, desires to use the Licensed Material in **PROJECT DESCRIPTION**.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

### **1. GRANT OF LICENSE**

District grants to Licensee a nonexclusive license to use the Licensed Material exclusively for use in the **PROJECT DESCRIPTION** mentioned above to the terms and conditions set forth in this Agreement. The Licensed Material shall not be used for any commercial purposes other than their use in the above mentioned **PROJECT DESCRIPTION** without prior written consent from the District. This License Agreement shall be nontransferable.

### **2. FORM OF USE**

Licensee agrees to use the Licensed Material exclusively for **PROJECT DESCRIPTION**. Other than for a use authorized by this Agreement, Licensee shall not: (1) edit, damage or alter the Licensed Material in any manner, (2) sublicense the Licensed Material. Violation of the terms of this Agreement shall make this Agreement subject to termination, pursuant to section 7.

### **3. INTELLECTUAL PROPERTY**

The parties hereto understand and agree that District shall retain its right, title and interest in Licensed Material, including any reproductions of any kind of the Licensed Material.

The parties hereto understand and agree that Licensee shall retain and own all right, title, and interest in the **PROJECT DESCRIPTION**, except portions comprised of the Licensed Material.

### **4. CREDITS**

The **PROJECT DESCRIPTION** shall include a credit section which shall give proper credit to District in the following form: "From the holdings of the Golden Gate Bridge, Highway and Transportation District."

## **5. INFRINGEMENT PROCEEDINGS**

Licensee agrees to notify District of any unauthorized use of the Licensed Material by others immediately as it comes to Licensee's attention. District shall have the sole right and discretion to initiate any proceeding or legal action regarding the unauthorized use of the Licensed Material.

## **6. TERMINATION**

a. In the event of Licensee's breach of any provision of this Agreement, District shall have the right to terminate this Agreement by giving written notice of Licensee of such breach. If Licensee fails to cure such breach within five (5) days of such notice, the termination becomes effective on the expiration of the five (5) day period.

b. Upon the termination of this Agreement, all rights granted to Licensee hereunder shall terminate and immediately revert to District; and Licensee shall cease all use of the Licensed Material. In such event, District may require Licensee to cease all distribution and broadcast of the Licensed Materials, deliver all reproductions of the Licensed Material to the District, or certify their destruction.

## **7. LICENSE FEE**

In consideration of this Agreement and of the rights granted herein, Licensee agrees to pay the District **LICENSING FEE AMOUNT** payable within 30 days of this agreement being executed.

## **8. NOTICES**

All notices required or permitted under this Agreement shall be in writing and sent to the appropriate address indicated below or at such other address as either District or Licensee may from time to time designate:

TO DISTRICT: Golden Gate Bridge, Highway and Transportation District  
Attn: Director of Marketing and Communications  
1011 Andersen Drive, San Rafael, CA 94941

TO LICENSEE: **CONTACT INFO FOR LICENSEE**

## **9. INDEMNITY**

Licensee shall release, defend (with counsel reasonably satisfactory to District) and indemnify the Golden Gate Bridge, Highway and Transportation District, and its directors, officers, employees and agents from and against all claims, damages and losses arising out of or in connection with

the use of the Licensed Material by Licensee. This indemnity shall survive the termination of this Agreement.

#### **10. INTERPRETATION OF AGREEMENT**

It is agreed that this Agreement shall be interpreted according to the laws of the State of California, United States of America, as applied to contracts that are made and performed entirely in California.

#### **11. SUCCESSORS; ASSIGNABILITY**

This Agreement shall be binding on and shall inure to the benefit of the parties hereto as well as their successors, assigns, and any authorized users of the Licensed Material. However, this Agreement, and the rights licensed hereunder, are personal to Licensee, and Licensee may not assign this Agreement without the prior, express, written consent of District.

#### **12. ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

#### **13. INTEGRATION**

This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

#### **DISTRICT**

#### **LICENSEE**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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