

Personal Usage License Agreement

This is a **non-exclusive usage rights agreement** between Photographer and Client. By this agreement, the Photographer allows the Client to use the Content for personal purposes and purposes related to the promotion of Client's business, including but not limited to advertising, exhibitions, contests, and using on promotional and social networking web sites. The Client may print any of the Content digital files for **personal and self-promotional use only** (prints, albums, brochures, portfolios, and composite cards).

No transfer of intellectual property ownership is made by this agreement. **Photographer remains the sole owner of the Content's copyright.** This License is not transferrable to a third party. Any purchased prints, albums, and other purchased tangible products will become **personal property of the buyer** but they always remain the Photographer's copyrighted art work and may not be copied or altered without his permission.

The quantity, resolution, selection, watermarking, and retouching of the Content to be made available to the Client or to the public shall be at the sole discretion of the Photographer.

For the **Photographer's brand quality protection** the Content files are to be used and published "as is", as supplied by the Photographer. No distortion, retouching, or changing of the Content's appearance is allowed. Any alterations to the Content must be approved by the Photographer in writing prior to use or publication. The Client may reduce the size of the Content as desired as long as proportions are preserved and no cropping is performed, and may perform minor, incidental cropping as needed for printing or for publishing on the social networking web sites.

The **Client agrees to credit Photographer** with the Photographer's name or copyright notice every time and any time the Content is published if the published Content does not have the Photographer's name or his copyright notice watermarked/visible. The credit notice shall include the following without exception: "Val Sorokine Photography" or "Photographer: Val Sorokine". When used on the web sites the credit notice shall have a link to the Photographer's web site whenever is possible: www.valphotoart.com

Photographer and Client jointly agree that **any dispute or legal proceedings** which may arise from this agreement or from use of the Content will be governed by the laws (excluding any of its "conflict of laws" provisions) of the State of Maryland, United States of America.

Definitions:

"LICENSE" means this license agreement.

"PHOTOGRAPHER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity who owns all rights for the Content and who gives or grants the Content usage license to a licensee.

"CLIENT" means client, model (or her/his Parent*), hair / makeup artist, stylist, or any other person who is granted the Content usage license by the Photographer.

"PARENT" means the parent and/or legal guardian of the Client if the Client is a minor.

"CONTENT" means digital files: photographs, video, audio, or other recording, still or moving, taken of the Client or Client's work/objects as part of the Shoot and selected by the Photographer to be the subject of the License and made available on Photographer's web site to the Client and/or to the public.

"SHOOT" means the photographic, video, film or recording session described in this form.

Photographer Information

Name (print) Valeri Sorokine

Signature _____

Date signed (MM/DD/YEAR) _____

Shoot Date (MM/DD/YEAR) _____

Shoot Country & Region/State _____

Shoot Description/Ref. (if applicable) _____

Photographer Phone Number +1 301 202-4696

Client

Name (print) _____

Date of Birth (MM/DD/YEAR) _____

Gender: male female

Client (or Parent*) Information

Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Phone _____

Email _____

I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this agreement. I have read the above agreement prior to its execution and I am fully familiar with the contents thereof.

Signature _____

Date signed (MM/DD/YEAR) _____

*If Client is a minor, Parent warrants and represents that Parent is the legal guardian of Client, and has the full legal capacity to execute this agreement. If you are signing in this capacity, please enter your details above and your name below.

Parent Name: _____
if applicable.

Witness (Optional)

(NOTE: All persons signing and witnessing must be of legal age and capacity in the area in which this agreement is signed)

Name (print) _____

Signature _____

Date signed (MM/DD/YEAR) _____