



PHOTOGRAPHY LICENSE

**APRIL 2016 SAMPLE –
SUBJECT TO CHANGE**

THIS AGREEMENT is made effective as of _____ (the “Effective Date”) by and between RICHARDSON CENTER CORPORATION having an address of 726 Exchange Street, Suite 1006, Buffalo, NY 14210 (“Richardson”) and _____ having an address at _____ (“Photographer”).

BACKGROUND:

1. Richardson has the right to permit the taking of photographs of the Richardson Olmsted Complex, 400 Forest Avenue, Buffalo, New York, and wishes to permit the taking of such photographs for the purpose of personal or private use only.
2. Photographer desires to take photographs of the Richardson Olmsted Complex for the purpose of personal or private use only.

THEREFORE, the parties agree as follows:

AGREEMENT:

1. All photos taken pursuant to this agreement shall become the exclusive property of Richardson. Richardson shall be deemed the author of such photos for all purposes, including the registration of copyrights.

2. Richardson hereby grants to Photographer a royalty-free license to use the photographs taken by Photographer pursuant to this agreement: (1) on the photographer's personal or professional websites or social media sites; and (2) to display the Photographer's work to the public. ("License") Any use of the photographs in a manner not permitted by this License, including for commercial use, is expressly prohibited.

3. Access

A. Richardson shall provide access to the Richardson Olmsted Complex to Photographer for the Photographer Tour, and Richardson may terminate such access at any time during the event at its sole discretion.

B. The Richardson Olmsted Complex shares its site with a functioning mental health hospital – the Buffalo Psychiatric Center (BPC). The BPC has a specific Photography Policy, which will be provided to the Photographer on request. The general statement of the policy says:

1. It is the policy of the Buffalo Psychiatric Center to protect the right of privacy of individuals receiving mental health services from the Buffalo Psychiatric Center. This policy is in conformity with OMH HIPAA procedural requirements under section 7.5. This policy recognizes the need to increase community understanding and acceptance of mental illness and mental health patients and, therefore, provides the parameters for photography that will accomplish this purpose. This policy applies to requests for photography received from the media and organizations/individuals not affiliated with the Buffalo Psychiatric Center and provides guidelines to staff who use photography in conjunction with activities and programs. Photographs and comparable images of patients when created or received by BPC constitutes Protected Health Information (PHI).
2. And specifically: Outdoor photography on the BPC campus is permitted. However, in order to protect the privacy of the recipients served by BPC and adhere to HIPAA procedural requirements, photographers may not photograph any individual who is outdoors on the campus.

In the event that the Photographer fails to comply with the BPC photo policy, the License granted herein shall be immediately revoked.

4. Use of Photographs

A. Photographer agrees to use the photographs only pursuant to the License set forth herein. Any other use of the photographs is prohibited unless such unlicensed use is approved, prior to such use, in writing by Richardson.

B. The Richardson properties and assets are private property and all unlicensed use of photos taken pursuant to this agreement, including photography for commercial uses, will be referred to our Legal Counsel.

5. Prevention of Unauthorized Copying

Photographer agrees to use reasonable efforts to prevent unauthorized copying of the images from their Website and social media sites. Reasonable efforts include, but are not limited to, the installation of a software lock or other locks to prevent copying of the images by third parties. Furthermore, photos posted on-line must be no larger than 1024 pixels wide by 768 pixels tall.

6. Standards and Objectionable Materials

Photographer shall maintain their Website and social media venues such that they shall not display any materials ("Objectionable Materials") on these sites that would, in Richardson's sole judgment and discretion, bring the Richardson Olmsted Complex or Richardson into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the Richardson Olmsted Complex or Richardson. If there is a failure to maintain standards or there is a display of Objectionable Materials, the License granted herein shall immediately be revoked. Upon revocation of the License, Photographer agrees to: (1) immediately take down all of the images from the site; and (2) permanently remove any references to the Richardson Olmsted Complex or Richardson from the site.

7. Term

This Agreement shall have an initial term of five (5) years. Upon expiration of the initial term the agreement will automatically renew for additional two (2) year terms. After the initial term, the Agreement may be terminated by either party upon thirty days written notice;

8. Miscellaneous

A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

B. Parties Bound. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

C. Waiver. Waiver by a party of a breach of any provision of this Agreement shall not operate as nor be construed as a waiver of any subsequent breach thereof.

D. Severability. If any provision of this Agreement is determined by an arbitrator or a court of competent jurisdiction to be unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

E. Assignment. The Photographer shall not have the right to assign its rights or obligations hereunder without the prior written consent of Richardson. Any proposed assignment in contravention of this Section shall be null and void.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter contained herein and supersede all prior and contemporaneous undertakings and agreements of the parties, whether written or oral, with respect to the subject matter herein.

G. Amendment. This Agreement shall not be amended except by a writing executed by both parties.

H. Headings. The headings used herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

Richardson Center Corporation

Name: _____

Signature: _____

Date: _____

Photographer Signature

Name: _____

Signature: _____

Date: _____

Photographer Social Media Accounts

Facebook: _____

Twitter: _____

Instagram: _____