



Administrative Services Office

635 2nd Street SE

Milaca, MN 56353

Phone: (320) 983-8218

Fax: (320) 983-8382

Commercial Photography License Agreement

Introduction

This is a legal agreement between you (“Photographer”) and Mille Lacs County (“County”). This agreement applies when the County licenses any photography services or related deliverable images (Licensed Content) from the Photographer. The Photographer agrees to the terms - described within this license contract and has agreed to provide licensed images to the County at no cost.

License Types

This Standard Commercial Photography License Agreement (Standard Commercial License) allows the County to use Licensed Content in accordance with predetermined guidelines, as outlined in the Licensed Content Usage section below.

Licensed Content Usage

This Standard License allows the County to use royalty-free Licensed Content without expiration, in any geographic region, for an unlimited number of times. The County may use Licensed Content for personal or commercial reasons, in any medium or format, except as outlined in the Restricted Usage section of this agreement.

The County’s employees or subcontractors may access and use Licensed Content at the direction of the County, and only in relation to the County’s own projects.

Restricted Usage

The Client understands and agrees to the following restrictions on the use of Licensed Content:

- Unlawful Use – The County will not use Licensed Content in any defamatory manner, or in violation of any applicable laws.
- False Representation – The County will not falsely represent that they are the original creator of the Licensed Content. Use of licensed images without attribution is not considered False Representation.
- Logo Usage – The County will not use Licensed Content as part of a trademark, service mark, business name or logo.



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Intellectual Property Rights

The County understands, and the Photographer certifies, that it possesses and retains all ownership and copyrights to Licensed Content. Photographer will indemnify and defend at its own expense any suit brought against County to the extent it is based on a third-party claim alleging any photograph supplied by Photographer to the County infringes upon a United States copyright, license, or any other intellectual property statute, regulation or decision (“Infringement Claim”). As part of this indemnification, Photographer will pay all damages, fees and other costs finally awarded against County by a court of competent jurisdiction for an Infringement Claim, or damages, fees and costs agreed to be paid by Photographer in settlement of an Infringement Claim.

The County is granted limited use of the Photographer’s names and logos for the purpose of attribution. Any other rights not expressly granted in this agreement are reserved by the Photographer.

General Provisions

The Client understands and agrees to the following general provisions of this contract:

- Assignment – The County is bound by this agreement and may not assign it to other individuals or businesses without the express written consent of the Photographer.
- Entirety – No terms or conditions outlined in this agreement may be modified by either party without the express consent of both parties, in writing.
- Notice – Any notices for the County pertaining to this agreement or Licensed Content should be sent via email to pat.oman@millelacs.mn.gov.

Questions or comments about this license agreement may be emailed to pat.oman@millelacs.mn.gov.

Authorization

Photographer’s Printed Name: _____

Photographer’s Signature: _____

Date: _____

Phone Number: _____

Email Address: _____