

Photography/Digital Media Contract

This Agreement is made this 23rd day of July, 2011 between Controlled Burn, Inc. (CBI) dba Compression! Art and Fire (“Event”) and (“Photographer/DMA/DMA [Digital Media Artist]”)_____.

This Agreement is for the following length of time: on 7/18/2011, for the event Compression! Art and Fire.

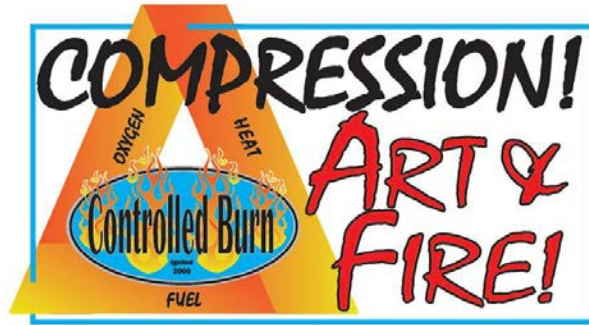
CBI and the Photographer/DMA hereby agree to the following terms:

- For the duration of this agreement, the Photographer/DMA shall have the non-exclusive right to photograph/record/video the Event participants and activities. This right includes, but is not limited to, the creation, offering for sale and distribution of action photographs of events and group or individual portraits of performers or groups participating in the event. The Event agrees to obtain model releases from participants, which will indemnify the Photographer/DMA and the studio from claims arising out of the performance of this agreement.
- The Photographer/DMA agrees to provide the Event with photographs/digital media/video of the event, action photographs, and group or individual portraits of participants of the event within 90 days of the events completion unless stated otherwise. The Photographer/DMA can submit cropped, edited, or artistically altered photo’s demonstrating their artistic license. Images submitted are at the discretion of the Photographer/DMA.
- The Photographer/DMA agrees to provide the following limited copyright license to the Event for photographs/digital media/video of the Event and group or individual portraits of participants of the event. :
 1. The image(s) subject to this agreement are as follows: All photos taken of the Event deemed adequate at the Photographer/DMA’s discretion.
 2. Use of the above mentioned images use is limited to the following: Marketing of the non-profit Controlled Burn, Inc., use in grant applications and funding requests and display on the Controlled Burn website, use by participating groups and individuals, to be determined by separate arrangements with Photographer/DMA and those entities.
 3. All rights granted by The Photographer/DMA shall expire on: Photographer/DMA’s request for info to be put in writing to include electronic media but not prior to one year after the event.

The Photographer/DMA and the Event agree to the following licensing terms:

1. The Photographer/DMA retains all rights to each image. The Photographer/DMA also retains all rights not expressed in the agreement including advertising rights. The Event agrees to give the Photographer/DMA proper photo credit on each reprint as follows: Photographer/DMA may submit photos with a watermark or photo credit added to the image, or will be credited with a byline or mention in advertising.
2. The Event agrees that altering images is prohibited without receiving written permission from the Photographer/DMA except for alterations stated below:

Cropping permission is _____ granted _____ not granted. If cropping removes photo credit, credit will be given elsewhere on cropped image or article or in byline to whatever is being created.



3. The Event may not transfer this license to other parties without written permission from the Photographer/DMA.
4. This agreement is non-exclusive. There are other Photographer/DMA's at this event, all of them are being asked to sign this agreement.
5. The Event agrees to provide the Photographer/DMA's contact information to all persons requesting reprint permission of photographs created for the Event as follows (Photographer/DMA's please enter contact information including phone number below). Please indicate whether you want inquiring entities to be given your phone number with a Y or N:

In witness thereof, the parties execute this agreement.

_____ (Photographer/DMA)
(Photographer/DMA's please print name below signature)

_____ (Event Coordinator)

Danielle Gann-Lind
Compression! Art and Fire
Controlled Burn, Inc.
PO BOX 13962
Reno, NV 89503
(775) 379-0186

Witness _____ Date _____

These forms are provided to members of the International Association of Professional Event Photographer/DMA's as a guide. It is the responsibility of each member to ensure the agreement meets the requirements of their state's laws.

Source: PPA (Professional Photographer/DMA's of America)