

Agreement and Assignment Of Rights

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Photographer, on the one hand, and Friends of Des Moines Parks (“Friends”), on the other hand, agree as follows:

1. Photographer will provide videography and/or photography services and furnish video or photographs (collectively “photographs”) from time to time to Friends, including photographs of parks within the City of Des Moines and people enjoying said parks.
2. Photographer is solely responsible for obtaining any model or location releases required for the commercial use of the photographs taken under this agreement. Without limiting the foregoing in anyway, Photographer will obtain from any individual depicted in the photographs a signed copy of the release attached as Exhibit A.
3. Photographer hereby acknowledges and agrees that all right, title and interest in and to the photographs he/she takes on behalf of Friends its parents, subsidiaries, affiliates and agencies and their respective licensees, successors, and assigns vests in Friends and are deemed to be a work made for hire, and to the extent they may not be considered a work made for hire, Photographer hereby, at no additional cost or expense, assigns to Friends all right, title and interest in the photographs, including all trademarks, copyrights, patents and applications therefore, and all other intellectual and proprietary rights pertaining thereto. Photographer hereby irrevocably waives all rights under all laws (of the United States and all other countries) now existing or hereafter permitted, with respect to any and all purposes for which the photographs may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country’s copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and, subject to Paragraph 5, (b) any rights of attribution and integrity or any other “moral rights of authors” existing under statutory, common or any other law. At no additional charge or expense to Friends, Photographer will execute all documents and instruments (including assignments) and do all things required in order to evidence, perfect, obtain, protect defend, convey and enforce the rights of Friends in the photographs.
4. Without limiting the foregoing in anyway, Photographer understands and agrees that Friends may copy, distribute, publish, display, broadcast, perform, transmit, modify, edit, alter or otherwise use all or part of the Photographs in any form or media in perpetuity without limitation or condition, and (subject to Paragraph 5) with or without any attribution or credit, and may permit others to do so.
5. To the extent Friends uses one or more of the photographs in its project tentatively titled “The Parks Photo Project: Celebrating 125 years of Des Moines Parks,” which project will include but may not be limited to a physical and/or digital gallery of images the (“Gallery”) it will include in the Gallery an attribution of the photograph(s) to Photographer. Friends will also endeavor to attribute the photographs to Photographer in other contexts but, given the variety of ways in which the photographs may be used and the potentially for them to be used far into the future, Friends makes no representation or warranty that it will give Photographer attribution or credit if/when the photographs are used other than in the Gallery.

6. Photographer waives any right to inspect and approve the photographs produced hereunder, their use, or such copy or other materials as may be used in connection therewith or the use to which they may be applied. Photographer understands that nothing contained herein shall obligate Friends its parents, subsidiaries, affiliates and agencies and/or their respective licensees, successors, and assigns to make any use of the photographs produced hereunder or the rights granted herein. Photographer shall not make any mention of Friends or any of its products or services in a derogatory manner, and Photographer shall not use or disclose any of their trade secrets or confidential information (including, without limitation, the terms of this agreement).
7. Friends grants to Photographer a nonexclusive, irrevocable, fully paid up and royalty free license to copy, distribute, publish, display, broadcast, perform, transmit, modify, edit, alter or otherwise use all or part of the photographs in perpetuity for the limited purpose of promoting his/her photography business and/or the project tentatively titled "The Parks Project: Celebrating 125 years of Des Moines Parks." For example, Photographer may include the photographs in his/her portfolio of work, including on a personal or business website, and may post the photographs on personal and business social media pages such as Facebook, Instagram, and Twitter.
8. Photographer represents and warrants that the photographs are original and do not violate the intellectual property rights of any third party. Photographer further represents and warrants that he/she is of full legal age and has the right to contract in his/her own name. Photographer further represents and warrants that he/she has the right to enter into this agreement and has no conflicting commitments or obligations that would interfere with his/her ability to perform the services required of him/her and the rights herein granted. This agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by both parties. This agreement shall be governed by the laws of the State of Iowa applicable to contracts executed and to be fully performed therein.
9. Photographer is an independent contractor, not an employee or partner of Friends. Photographer is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

Dated: _____

Signature of Photographer: _____

Printed Name: _____

Address: _____

Accepted by Friends by: