

Photo Agreement – Press & Publication

Date: as of _____, 2007

Gentlemen:

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, upon full execution hereof, I _____, hereby grant, transfer, convey and assign to BEASTIE BOYS, a partnership, ("you"), c/o SAM, 722 Seward Street, Los Angeles, CA 90038, and your successors, licensee, and assigns, all right, title and interest, throughout the universe in perpetuity, in and to the photographs to be taken by me of the members of **BEASTIE BOYS** (either as a group or as individuals) on or about _____, 2007 (the "Photos"), including, without limitation, the worldwide copyrights therein and thereto, and all renewals and extensions thereof.

Without limiting the foregoing, I agree that you and your successors, licensees and assigns shall have the exclusive right to exploit all or a part of the Photos in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as you determine, without obtaining my consent and without any payment or consideration therefor. I understand that you will use reasonable efforts to give me appropriate "photo credit" where possible. I understand further that all aspects of said "photo credit" shall be determined by you in your sole discretion and that failure to accord said "photo credit" shall not be deemed a breach of any obligation, express or implied. I will, upon request, execute, acknowledge and deliver to you such additional documents as you may deem necessary to evidence and effectuate your rights hereunder, and I hereby grant to you the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if I shall fail to execute same within five (5) days after so requested by you.

I shall have the limited right and permission to use one (1) or more of the Photos solely in connection with one (1) article about Beastie Boys contained in _____ [name & description of article, publication or other medium]. The Photos may be used only in such article, publication or other medium initially disseminated to the public within one (1) year of the date of this agreement. I warrant and represent, and acknowledge and agree, that I shall have no right to use or re-use the Photos in whole or in part, in any medium or for any purpose whatsoever, including, without limitation, promotion, advertising and trade, without your prior written consent therefor.

I hereby waive all rights of droit moral or "moral right of authors" or any similar rights or principles of law which I may now have or later have in the Photos. I warrant and represent that I have the right to execute this Agreement and that the Photos are and shall be new and original with me and shall not violate the rights of any third party, whether by contract or otherwise. I shall indemnify and hold you, and your employees, officers, agents, assignees and licensees, harmless from and against any losses, costs, liabilities, claims, damages or expenses (including, without limitation, reasonable legal fees and costs) arising out of any claim by a third party which is inconsistent with any warranty or representation made by me in this Agreement or which otherwise arises out of the use of the Photos. I agree that I will not now or in the future assert or maintain any claims against you, your successors, licensees and assigns.

This agreement shall be construed and enforced in accordance with the laws of the State of New York and the United States laws of copyright and any action to enforce or interpret the terms hereof shall be brought exclusively in the courts of New York, New York. The license constitutes the entire agreement between you and me with respect to the Photograph and supersedes any prior or contemporaneous oral or written agreements or understandings. This agreement may only be modified or amended by an instrument in writing signed by the parties sought to be charged. In the event of any dispute under or relating to the terms of this agreement, the prevailing party shall be entitled to recover any and all reasonable attorneys fees or other costs incurred in the enforcement of the terms of this agreement or the breach thereof.

Print name: _____

(ADDRESS/PHONE)