

**STANDARD TERMS AND CONDITIONS FOR PHOTOGRAPHERS/LIVE  
APPEARANCES**

Juggernaut Productions, Inc.  
c/o Hertz & Lichtenstein, LLP  
450 N. Roxbury Drive, 8<sup>th</sup> Floor  
Beverly Hills, California 90210  
Attn: Seth Lichtenstein, Esq.

Dated as of \_\_\_\_\_, 2011

You ("Photographer") have requested permission to photograph Janet Jackson ("Artist") at and/or in connection with the \_\_\_\_\_, 2011 live concert/personal appearance by Artist (the "Performance"). Any and all photographs and/or other recorded material embodying the images of Artist taken by Photographer are referred to herein as the "Photographs". For good and valuable consideration, receipt of which is hereby acknowledged, Photographer is hereby granted such permission, conditioned upon and subject to the following:

1. Right To Photograph: Photographer shall have the limited right to capture still photographs of Artist solely during the first three (3) songs performed by Artist at the Performance. Photographer shall not have the right to use any "flash" in connection with any such photographs.

2. Ownership/Rights:

(a) All rights (including all copyrights) in and to the Photographs shall be owned by Juggernaut Productions, Inc. ("Company") as a "work-made-for-hire." In the event that the Photographs are determined not to be a "work-made-for-hire," this agreement shall constitute an assignment to Company of any and rights in and to the Photographs. At Company's request, Photographer hereby agrees to provide Company with one (1) complete set of contact sheets of any and all Photographs taken in connection with the Performance, for personal, commercial and/or archival use by Company and Artist (and the licensees and designees of Company and Artist). Company and Artist (and the licensees and designees of Company and Artist) shall have the right, without any obligation to Photographer or any third party, to use and exploit the Photographs in any manner.

(b) Photographer shall have the limited right to use certain Photograph(s) expressly approved in writing by Artist, in a single instance, solely as part of a news item relating to the Performance in the news publication of which Photographer is an employee/agent. Any other use of the Photographs (including, without limitation, any syndication of the Photographs, any additional use in connection with the news publication of which Photographer is an employee/agent, or any use in other publications) is subject to Company's prior written consent in each instance. The Photographs may not be used in any manner which could imply an advertisement or endorsement by Artist of any company, person, product or service. By way of example, but without limiting the foregoing, neither Photographer nor the news publication of which Photographer is an employee/agent shall have the right to embody the Photographs (or any

portion thereof) in or on any items of merchandise or in connection with any advertisement or promotion of any person, product or service whatsoever. If the Photographs are to be printed together with any editorial, news or other informational text, the final edit of such text shall be subject to Artist's prior written approval. Photographer shall have no other rights with respect to the Photographs, and Photographer shall not assign, license or transfer such rights. All rights in and to the Photographs not expressly granted pursuant to this subparagraph 2(b) are reserved by Company and Artist.

3. Miscellaneous:

(a) Without limitation of the other remedies to which Company and Artist may be lawfully entitled, any breach of the terms hereof shall result in the immediate rescission of all rights granted by Company hereunder and shall be subject to injunction by any court of competent jurisdiction. Without limiting the foregoing, (i) Photographer shall be held liable for any and all damages suffered by Artist and/or any and all third parties in relation to the breach by Photographer of the provisions hereof, and (ii) any payment or other consideration or benefits payable to or received by Photographer in connection with the unauthorized use or disclosure of the Photographs shall be the property of Company and shall be immediately turned over to Company by Photographer or held in trust by Photographer for Company.

(b) This agreement shall constitute a binding contract, construed in accordance with the laws of the State of California. Photographer hereby consents to the jurisdiction of the courts of the State of California.

**A SIGNED COPY OF THIS DOCUMENT MUST BE RETURNED TO ARTIST'S REPRESENTATIVE PRIOR TO THE PERFORMANCE. ANY PHOTOGRAPHY OF ARTIST BY PHOTOGRAPHER SHALL BE DEEMED ACCEPTANCE BY PHOTOGRAPHER OF THE TERMS HEREOF, AND COMPANY AND ARTIST SHALL PROCEED IN RELIANCE ON SUCH ACCEPTANCE.**

ACCEPTED AND AGREED:

\_\_\_\_\_  
Print Name:  
("Photographer")  
Employee/Agent of \_\_\_\_\_  
(Name of Publication/News Group)