

PHOTO RELEASE

Dated:

I _____ (name of photographer) hereby agree to the following in favor of **JIMMY EAT WORLD** ("you") with respect to the photographs to be taken by me of the members of **JIMMY EAT WORLD** (either as a group or as individuals) on the date referenced below (the "Photos"):

1. I have the limited right and permission to use the Photos, subject to your approval of the Photos, solely in connection with one (1) article about **JIMMY EAT WORLD** contained in _____ [name and description of article, publication or other medium]. The Photos may be used only in an article, publication or other medium initially disseminated to the public within one year of the date of this agreement. 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 written consent therefor.

2. I hereby acknowledge that you shall own all rights in the Photos, including the copyrights therein and thereto, and accordingly, I hereby grant, transfer, convey and assign to you all right, title and interest throughout the universe in perpetuity, including, without limitation, the copyright (and all renewals and extensions thereof), in and to the Photos. I agree that you shall have the 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 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.

3. You may assign your rights under this agreement in whole or in part.

4. 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 Release and that the Photos are and shall be new and original with me. 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 arising out of any claim by a third party which is inconsistent with any warranty or representation made by me in this Release.

5. This Release contains the entire understanding of the parties and will be governed by the laws of California applicable to contracts entered into in California.

IN WITNESS WHEREOF, I have signed this Release effective as of this _____ day of _____, 20____.

By:

Photographer