

Jonas Brothers Touring, LLC  
c/o Carroll, Guido & Groffman, LLP  
1790 Broadway, 20<sup>th</sup> Floor  
New York, New York 10019

Photographer:  
Company:  
Address:

(hereinafter referred to as "Photographer")

**Re:** Concert/Event:  
Venue:  
Date(s):

(hereinafter referred to as the "Concert")


Dear Photographer:

This letter sets forth the terms upon which Photographer has been granted the right to take photographs of certain musical performances of the "Jonas Brothers" ("Artist") at the Concert.

1. (a) Subject to the terms hereof, including any "off-limits" criteria established in Artist's sole discretion, Photographer shall have the non-exclusive right to take photographs (the "Photographs") at the Concert and to use the Photographs, Artist's name, the name of the Concert and/or logo that may be embodied in the Photographs solely for the purpose of reporting on the Concert as a news item in:

(i) the \_\_\_\_\_ section of the news publication entitled "\_\_\_\_\_" (the "Newspaper") on \_\_\_\_\_, 2009; and

(ii) the \_\_\_\_\_ section of the Newspaper's website located at www. \_\_\_\_\_ .com (the "Website") for a period commencing on \_\_\_\_\_, 2009 and ending on \_\_\_\_\_, 20\_\_ (the "Online Period"), provided that no more than approved \_\_ ( ) Photographs may be used on the Website during the Online Period.

 (b) Photographer shall not have the right to use any Photographs that involve illegal activity or that may otherwise be offensive, harmful or derogatory to Artist and its attendees (e.g. including nudity, drug use, etc.) without Artist's prior written approval. No other use of the Photographs shall be made or authorized by Photographer without Artist's prior written consent in each instance, including, without limitation, on merchandise or as sales of the photographs in digital or physical formats to the public.

Photographer will be solely responsible to obtain any third party clearances that may be required in connection with the exploitation of the Photographs.

(c) Notwithstanding anything to the contrary contained herein, Photographer must be escorted by an authorized Artist and/or Concert representative in connection with all photography at the Concert. Provided no flash photography is used, Photographer may photograph the first **three (3)** songs of the Concert. For the avoidance of doubt, Photographer shall not use a flash during any of the Artist's performances.

2. Without limiting the generality of the foregoing:

(a) [Photographer agrees that Photographer will have no right (including, without limitation, copyright), title or interest in or to the material embodied in the Photographs or] **[alternate language: Photographer shall own all right (including, without limitation, copyright), title and interest in and to the Photographs, but not any of the material depicted in the Photographs (including, without limitation, any trademarks or logos), provided that Photographer shall have no right]** to exhibit and exploit the material embodied in the Photographs (except as expressly set forth herein) and Photographer shall have no claim of any kind or nature whatsoever against Artist or Artist's entities, agents, employees, licensees, successors and assigns based on Photographer's exercise of any rights granted herein. Photographer agrees to defend, indemnify, save and hold Artist (and its related parties) harmless from all losses, damages and expenses (including reasonable attorneys' fees) arising out of or connected with any claim by a third party which is inconsistent with any warranty or representation made by Photographer in this agreement.

(b) Photographer may only photograph Artist outside of its performances with Artist's express permission.

3. As between Artist and Photographer, Photographer shall produce the Photographs at Photographer's sole cost and expense. Photographer shall not be entitled to receive any compensation of any nature from Artist (or its related parties) in consideration for the rights granted herein.

4. Photographer may not assign this agreement nor any or all of Photographer's rights hereunder to any other third party.

5. This agreement contains the entire understanding of the parties hereto and

cannot be modified except by a written instrument signed by Artist.

Please acknowledge this agreement by signing where indicated below. Please retain a signed original and return a signed original to Artist's representatives.

AGREED AND ACCEPTED:

\_\_\_\_\_  
"Photographer"