

LEONARD COHEN

CONCERT PHOTO AUTHORIZATION FORM (6.2.08)

In consideration for permission to photograph ("Photographs") the musical group professionally known as Leonard Cohen ("Artist") and/or any member thereof at their live concert performance on _____, at _____, the undersigned agrees to the following (the "Authorization"):

1. All Photographs shall be taken only during Artist's performance of the first one (1) song of Artist's initial set and without a flash or lighting device of any kind. The undersigned shall not seek access to or otherwise enter any "backstage" areas or other areas which are off limits to general ticket holders. The undersigned expressly agrees not to photograph any other images from any location at the venue or in close proximity of the venue. The undersigned (or his/her employer) shall be responsible for all costs related to the foregoing.
2. The Photographs may be used on a one-time only basis for news or information purposes within the body of related text of the publications entitled _____ ("Publication"), and shall not be (a) duplicated or reprinted in any other publication, (b) republished in the same Publication or published in any other edition of such Publication without the Artist's written consent, and/or (c) exploited in any other manner or means whatsoever now known or hereafter devised, including but not limited to electronic or "new media" usage and any commercial exploitation whatsoever, other than the web edition of the Publication. Except as expressly provided in this Paragraph 2, the undersigned will not, and will not permit others to, use any or all of the Photographs in any manner whatsoever without the prior written approval of UNIFIED HEART TOURING CO ("UHTC").
3. Subject to the written consent of the Publication as to any specific future use, UHTC shall have the right to use any or all of the Photographs for any non-commercial purpose, including but not limited to publicity and promotion.
4. The undersigned shall have and acquire no rights in or to the name (or any variation thereof), voice, identity and/or likeness (except as specifically provided in Paragraph 2) of Artist and/or any member thereof, and no rights in or to any service marks or trademarks owned and/or controlled by any of them or any goodwill associated therewith.
5. If any provision hereof is breached, all rights granted herein shall be immediately and automatically rescinded, and the undersigned acknowledges that any use of the Photographs other than as specifically permitted hereunder shall cause irreparable harm, injury, damage and expense, and UHTC shall be entitled to equitable relief in addition to any other right or remedy UHTC and/or the person(s) appearing in the Photographs ("Subjects") may have in the event of a breach.
6. Should the undersigned fail to fully comply with this Authorization, Artist's or UHTC's representatives shall be permitted to confiscate and/or destroy his/her film and eject him/her from the venue, in addition to any other remedy of UHTC, Artist and/or any of the Subjects. The undersigned and the Publication jointly and severally shall indemnify and hold UHTC, and the Subjects harmless from and against any and all claims, losses, injury, damage and expenses incurred by any or all of them arising out of this Authorization and/or the undersigned's attendance at the concert/venue. The undersigned and the Publication hereby release UHTC, Artist and the Subjects, and their affiliates and representatives from and against any and all liability arising out of this authorization and/or the undersigned's attendance at the concert/venue.
7. The terms hereof are binding upon the undersigned, his/her employer(s), the Publication, all successors, representatives and agents. The undersigned shall not have the right to assign the terms or rights hereunder. This Authorization contains the entire understanding with respect to the subject matter hereof. This Authorization shall be governed by the laws of, and disputes arising hereunder shall be subject to the exclusive jurisdiction of the federal or state courts located in, the State of California, and the undersigned hereby submits to personal jurisdiction of such courts. Any modification to this Authorization shall be void and of no effect unless agreed to and signed by UHTC.

Signature: _____

Print Name: _____

Date: _____

Acknowledged and Agreed: UNIFIED HEART TOURING CO.

By: _____ Its: _____ Date: _____