

MUSE

Copy 1 – sign & return to Muse
Copy 2 – photographer's copy

PHOTOGRAPHERS' CONTRACT

From: **Muse Touring Ltd., Emery House, 192 Heaton Moor Road, Stockport, Cheshire, UK, SK4 4DU**

To: (photographer)

Of: (publication)

Date:

At: (venue)

1. In consideration of **Muse** ("the Artist") allowing you to attend and photograph us

at

on

("the Event") you hereby agree that you will not exploit, nor permit others to exploit, photographs and/or other visual images (together, collectively, 'the photographs') taken by you in relation to **Muse** at the Event, other than solely in relation to the editorial coverage of the Event ("the Permitted Use").

2. You shall only take photographs during the first 3 songs and will not use flash photography.

3. You shall not use (either by yourself or your agents) the photographs in any manner other than strictly in accordance with the Permitted Use. For the avoidance of doubt, and, without limitation to the foregoing paragraph, you hereby agree that you shall not:

3.1 exploit the photographs for 'commercial gain', which phrase shall include (without limitation) the selling of photographs or the reproduction of the photographs in posters, books, other publications not covering the editorial for the Event, bags, postcards, mugs, calendars or any merchandising whatsoever;

3.2 exploit the photographs, whether commercially or otherwise, save as specifically set in accordance with the agreed editorial coverage for the Event.

4. You shall not use the photographs in a manner which is derogatory to the Artist.

5. You hereby indemnify us from all loss, damage, expenses and costs (including, but not limited to, our legal fees on an indemnity basis) incurred by us as a result of your use of the photographs (whether in accordance with the Permitted Use or otherwise) and/or arising by reason of a breach by you of this agreement. In the event of any unauthorised use by you of the photographs you shall forthwith pay us any and all monies and other fees and benefits received by you, on your behalf (or at you direction) from the said unauthorised exploitation.

Accepted and agreed

Date:

Date

.....
Signed (the photographer)

.....
Signed (for and on behalf of The ARTIST)