

PHOTOGRAPHER AGREEMENT

Date:
Re:
Photographers:
Dates:
For:

The following constitutes the agreement between My Chemical Romance ("Artist") on the one hand and the undersigned, one of the photographers given permission to photograph the Artist at other hand. ("Photographer") for on the

In consideration of Artist allowing Photographers to take Photographs of Artist, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

1. Photographer shall take photographs featuring Artist (individually and collectively the "Photographs") at the times and places set forth above. [[If live set: Photographers shall only have the right to take photographs during the first three (3) songs of Artist's set.]] Photographer hereby agrees that neither Photographer nor any of his/her respective assigns, parent companies, related entities or successors in interest will use or publish or license or permit the use or publication of any of the Photographs, or Artist's name, voice or likeness, except as specifically contemplated in the purpose of the relative photo shoot (i.e. in print in connection with articles or press coverage of the applicable festival/show.) No other uses whatsoever shall be made of the Photographs. Photographer hereby agrees and understands that the Photographs (including the negatives and all derivatives thereof) constitute "works made for hire" (as defined under the U.S. Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world) created for Artist and that Photographer is rendering his services as an "employee for hire" (as defined under the U.S. Copyright Act of 1976 and for the purpose of all other copyright laws throughout the world) and that Artist shall be the author of the Photographs and shall own all rights (under copyright and otherwise) in and to the results and proceeds of all such services rendered by Photographer hereunder throughout the universe, in perpetuity, with the right to make such changes in and such uses thereof, for all media now known or hereafter devised as Artist may determine as author.
2. Without limitation of the foregoing, Photographer agrees that neither he nor any third party claiming rights through Photographer will make any use or reuse of the Photographs, or Artist's name, voice or likeness, in any other magazines other than the magazine Photographer is authorized to shoot for, printed materials, merchandise, posters, any third party art or artwork, public displays, advertisements or promotional pieces, or for Photographer without first procuring Artist's prior written consent in each instance. Notwithstanding the foregoing, Photographer may maintain copies of the Photographs solely for personal portfolio use.
3. Photographer warrants and represents that he will not use any of the Photographs except as specifically allowed in this Agreement. In the event Photographer uses or authorizes the use of the photographs in breach of this Agreement, in each such breaching instance the photographer shall pay Artist \$30,000. In the event Photographer grants the right to use the Photographs to any third party without first procuring Artist's prior written consent in each instance, Artist shall have the right to injunctive relief against Photographer and the third party to whom Photographer granted the unauthorized rights.

If the foregoing reflects your understanding, please so indicate by signing in the space provided for below.

Photographer

Date