

PHOTOGRAPHER AGREEMENT

Date:

Venue-City:

Photographers Name:

Publication/Organization:

The following constitutes the agreement between The White Stripes (“Artist”) on the one hand and _____ the undersigned, one of the photographers given permission to photograph Artist (“Photographer”) at the so-called live music performance at the date and venue set forth above (the “Performance”) on the other hand.

In consideration of Artist allowing Photographers to take Photographs of Artist at the Performance, 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 Performance. Photographers shall only have the right to take photographs without the use of a flash during the first three (3) songs of Artist’s Performance. 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 in print in connection with articles or press coverage of the applicable performance of Artist set forth above. No other uses whatsoever shall be made of the Photographs.
2. Without limitation of the foregoing, Photographer agrees that neither he/she 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 magazines or periodicals other than the one for whom they were sent to shoot Photographs at the Performance, printed materials, merchandise, posters, any third party art or artwork, public displays, advertisements or promotional pieces, or for Photographer’s own use 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
