

DANIEL *DF* FORSTER
P H O T O G R A P H Y

PHOTOGRAPH LICENSE AGREEMENT

This Agreement is made and entered into as of this 2/6/2025 by and between:

Daniel Forster, (hereinafter referred to as "Licensor"),

and

[Painter], (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor is a professional photographer and the copyright holder of certain photographs; and

WHEREAS, Licensee is a painter who desires to use Licensor's photograph(s) as reference material for the creation of original paintings; and

WHEREAS, Licensor is willing to grant Licensee a limited license to use the Photograph(s) for this specific purpose, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

- **"Photograph(s)"** shall mean the photograph(s) identified and described in **Exhibit A** attached hereto, of which Licensor is the copyright holder. [**Important:** Exhibit A will list and describe the specific photos - see instructions after the agreement template]
- **"Painting(s)"** shall mean original paintings created by Licensee that are derivative works based on the Photograph(s).
- **"License"** shall mean the limited, non-exclusive license granted to Licensee under this Agreement.
- **"Licensee Works"** shall mean any and all paintings, reproductions, displays, and other derivative works created by Licensee based upon the Photograph(s).
- **"Term"** shall mean the duration of this Agreement as set forth in Section 4.

2. GRANT OF LICENSE

2.1. License Grant. Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license to use the Photograph(s) solely for the purpose of creating original Paintings as visual reference material.

2.2. Permitted Uses. The License granted herein expressly permits Licensee to:

- * Use the Photograph(s) as visual reference for the creation of original Paintings.
- * Create derivative Paintings based on the Photograph(s).

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* Display, exhibit, and sell the Painting(s) created hereunder, subject to the credit and attribution requirements in Section 3.

2.3. **Prohibited Uses.** Licensee is expressly prohibited from the following uses of the Photograph(s):

- * Using the Photograph(s) for any purpose other than as visual reference for Paintings.
- * Reproducing, distributing, or publicly displaying the Photograph(s) in digital or print form, except as necessary for Licensee's personal studio reference.
- * Claiming copyright ownership of the Photograph(s) or any part thereof.
- * Creating derivative works that are substantially similar reproductions of the Photograph(s) in any photographic or digital medium.
- * Using the Photograph(s) for any commercial purpose other than as reference for Paintings as expressly permitted herein.

2.4. **Derivative Works.** Licensee acknowledges and agrees that any Paintings created based on the Photograph(s) are derivative works. Licensee retains copyright in the original elements of the Paintings contributed by Licensee, but acknowledges Licensor retains full copyright in the Photograph(s). This License does not grant Licensee any ownership or copyright interest in the Photograph(s).

3. CREDIT AND ATTRIBUTION

3.1. **Credit Requirement.** Licensee agrees to provide reasonable credit to Licensor whenever the Painting(s) based on the Photograph(s) are displayed, exhibited, sold, or otherwise made publicly available, including but not limited to exhibitions, galleries, online portfolios, websites, and social media platforms. A label on the back of the painting is adequate in physical displays.

3.2. **Specific Credit Language.** The credit shall be in the following form, or substantially similar wording reasonably acceptable to Licensor:

"Painting based on a photograph by Daniel Forster Photography – danielforsterphotography.com"

Or, if displayed in close proximity to artist information:

"Reference Photograph by Daniel Forster Photography – danielforsterphotography.com"

4. TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence on the date of execution and shall continue for perpetuity.

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4.2. **Termination for Breach.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within 60 days after written notice of such breach.

4.3. **Effect of Termination.** Upon termination of this Agreement for any reason, Licensee shall cease using the Photograph(s) for any new Paintings, but the licenses granted herein shall survive for Paintings already created during the Term, provided Licensee continues to comply with all terms and conditions of this Agreement, including credit and attribution requirements.

5. LICENSE FEE \$5

License Fee Required

5.1. **License Fee.** In consideration for the License granted herein, Licensee shall pay Licensor a one-time license fee of 5\$ USD (the "License Fee").

5.2. **Sales-Based Royalty.** In addition to the License Initiation Fee, Licensee shall pay Licensor a Sales-Based Royalty (the "Royalty") calculated as follows: for every Ten Thousand United States Dollars (USD \$10,000) of Gross Painting Sales Revenue (as defined below) generated by Licensee from the sale of Painting(s), prints or replications of painting, created under this License, Licensee shall pay Licensor a Royalty of One Hundred United States Dollars (USD \$100).

5.3. **Gross Painting Sales Revenue Definition.** "Gross Painting Sales Revenue" shall mean the total revenue received by Licensee from the sale of Painting(s) created under this License, before any deductions for expenses, commissions, or any other costs.

5.4. **Payment Terms.** The License Fee shall be payable within One day of the execution of this Agreement. Payment shall be made via pay link (sent via email or messaging app) to Daniel Forster.

5.5. **License Contingent on Payment.** The License granted herein is contingent upon Licensor's receipt of the License Fee in full.

5.6 **Currency.** All amounts referred to in this Section 5 and Section 6, and all payments to be made hereunder, shall be in United States Dollars (USD).

6. WARRANTIES AND INDEMNIFICATION

6.1. **Licensor's Warranties.** Licensor warrants and represents that:

* Licensor is the copyright owner of the Photograph(s) and has the full right and authority to grant the License granted herein.

* To the best of Licensor's knowledge, the use of the Photograph(s) as contemplated by this Agreement does not infringe upon or violate any rights of any third party.

6.2. **Licensee's Indemnification.** Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable

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attorneys' fees) arising out of or relating to Licensee's use of the Photograph(s) beyond the scope of the License granted herein, or any breach by Licensee of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Colorado, US, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of Colorado, US and the parties hereby consent to the jurisdiction of such courts.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, between the parties.

9. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

10. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, return receipt requested, or sent by reputable overnight courier service, addressed as follows:

If to Licensor:

Daniel Forster – Daniel Forster Photography

PO BOX 64105, Colorado Springs CO 80962

If to Licensee:

or to such other address as either party may designate in writing from time to time.

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11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSOR:

Daniel Forster [DATE]

LICENSEE:

[Painter's Signature]

[Painter's Printed Name] [Date]

EXHIBIT A: DESCRIPTION OF PHOTOGRAPH(S)

Please provide a detailed description of each photograph being licensed. For each photograph, include the following information:

1. **Photograph Title (if applicable):**
2. **Brief Description of Subject Matter:**
3. **File Name of Digital Image (if applicable):**
4. **Attach a low-resolution thumbnail or watermarked copy of the photograph here.**