

COPYRIGHT LICENSE

This COPYRIGHT LICENSE (this "License") is made and entered into as of this [] day of [], 20 [] ("Effective Date"), between [], a [], with a place of business [] ("Licensor") and The Environmental Education Alliance, Inc., a Georgia domestic nonprofit corporation, with a place of business at P.O. Box 768081, Georgia 30076 ("Licensee").

WHEREAS, Licensee commissioned Licensor to create works by taking photographs [videotaping] and editing such photographs [videotapes] at [] (the "Works");

The information that would go in that blank would just be a general description of the location and/or name of the event where the photos and/or videos are shot –e.g. at [the September 1, 2019 annual conference for board members and guests in Savannah, Georgia](#). See also Exhibit A on page 2.

WHEREAS, Licensor owns all rights, title and interest in and to copyrights in the Works; and

WHEREAS, Licensor wish to grant a license, and Licensee wishes to accept a license, to use the Works under the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Licensor and Licensee hereby agree as follows:

1. License. Licensor grants Licensee an exclusive, perpetual, irrevocable, royalty-free, fully paid-up license to use, display, reproduce, publish, broadcast, transmit, stream, upload, download and otherwise copy the Works and to make derivative works of the Works. Licensee shall have the right to sublicense the Works.
2. Rights. Licensor shall retain ownership of all copyright in the Works and shall have the right to use the Works solely in connection with the advertising and promotion of Licensor's photography services.
3. Warranty by Assignors. Licensor represents and warrants that the Works are original and created by Licensor. Licensor further represents and warrants that Licensor owns all right, title and interest in and to the Works, that Licensor has not previously assigned, transferred or encumbered its rights in the Works, and that Licensor has not taken any action, or entered into any agreement or transaction which would directly or indirectly prevent Licensor from granting Licensee license to use the Works.
4. Assignment. Licensee agrees that it shall not assign, hypothecate or otherwise transfer any rights, title or interest in and to the Works without the prior written consent of Licensee.
5. Integration. This License constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all prior or contemporaneous oral or written agreements and representations concerning the subject matter herein.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their duly authorized officers as of the date first written above.

[]

THE ENVIRONMENTAL EDUCATION ALLIANCE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Works

1. Any and all photographs and video taken on _____, 20__ by _____ of _____

(description of individual or groups photographed or videotaped).

2. Any and all photographs and video taken on _____, 20__ by _____ of _____
_____.