

## Image Usage Agreement

**AGREEMENT:** made on \_\_\_\_\_.

**BETWEEN:** \_\_\_\_\_ of \_\_\_\_\_

Address: \_\_\_\_\_

**AND:** Debra Plueckhahn of InView media and education Pty Ltd (herein known as InView)

**THIS IS A LEGAL AGREEMENT. Read this agreement in its entirety before you use any images received by you from *InView media and education Pty Ltd* (herein after called *InView*).**

Images are defined as either hardcopy images (transparencies, prints and negatives) or digital images (electronic copies of images stored in a recognisable file format). Whether or not *InView* has given its agreement to the use of the images, by accepting these images or by copying these images to your computer you agree to be bound by the terms of this agreement as stated below:

1. The images provided are owned by *Debra Plueckhahn/InView* and are protected by copyright.
2. Images are licensed based upon a specific set of terms including a specific intended use, specific industry, for a specified time period and a specific geographic location. Do not assume that any intended use of an image is available. Before the right to reproduce an image can be given you must advise *InView* of the specific details of your intended use including, but not limited to; the nature of the use, the publication medium, the period of time of use and the extent of distribution both geographically and quantitatively.
  - a. *InView* may advise that any intended use is not available and where given such advice serves to terminate this agreement without commencement.
  - b. *InView* will provide a price for the intended use either by way of a quotation or by invoice. In either case such quotation and/or invoice will then form a part of this agreement.
  - c. Upon timely paying our Invoice, *InView* grants you the right to use the Images according to the rights specified on that Invoice. The Invoice will set forth the order details (Use, Distribution, Size, Duration and Circulation/Units) and other conditions of use. All rights not expressly granted to you are reserved by *InView* without limitation. **Only after you pay the invoice may** you use an Image, and then only in accordance with the Invoice terms. You may not **republish or transmit** any Images on any **database** without *InView's* prior written consent.
  - d. All rights are non-exclusive unless specifically negotiated with *InView* and stated in writing on the front of the Invoice.
3. *InView* reserves the right to charge a fee of 50% over and above the reproduction fee where photographer's credits are not given for editorial reproduction.
4. All hardcopy images submitted are at your own risk from the date of receipt of such images by you until actual receipt by *InView* on return. In the event of damage to or non-return of the hardcopy images you agree to pay *InView* the sum of \$250.00 for black and white prints and/or \$1500.00 for original transparencies or negatives and/or \$250.00 for duplicate transparencies for each transparency and black and white photo so damaged and not returned. If the images are subsequently found and returned in sound condition after loss or damage fees have been invoiced, you shall be entitled to a refund of the difference between the fee invoiced and holding fees that would have been accrued up to the time of return.
5. All hardcopy images submitted have been delivered by *InView* to you by hand/registered mail/courier. Where the images are delivered by hand you or your representative is required to check the images and acknowledge receipt at the time of delivery. Where delivery is by registered mail or courier you should promptly upon receipt of the images check them against the above list. Unless any discrepancy is immediately notified to *InView* all images listed shall be deemed to have been actually received by you.
6. You acknowledge that prior to any agreement for reproduction of the images coming into existence:
  - a. you have been afforded a reasonable opportunity to inspect or cause to be inspected by experts the hardcopy and digital images;
  - b. you have in fact inspected or caused to be inspected the images;
  - c. you have satisfied themselves by such inspection as to nature and quality of the images and as to their fitness for their intended purposes and uses;
  - d. you have not in any way relied nor is it reasonable for you to rely upon the judgment of *InView* as to the suitability and fitness of the images for their intended purposes and uses.

7. You acknowledge and agree that you shall reproduce an image only for the agreed purpose and strictly in accordance with such information as is supplied to *InView* by you in terms of paragraph 1 hereof. You agree to indemnify and forever keep indemnified *InView* against all and any actions, suits, claims, demands and costs whatsoever arising out of the reproduction of a photo in any matter or for any purpose whatsoever by you.
8. You acknowledge and agree that you are purchasing only a right to reproduce images that you hire and that the copyright in such images remains in *InView* and/or the photographer. The right to reproduce a photograph is personal to you only and such rights are not assignable by you to any third parties. Usage of the images beyond the usage rights specified by *InView* on its invoice herein constitutes wilful copyright infringement and is punishable to the fullest extent of the law.
9. A derivative work is anything sourced from or referenced from a pre-existing image. If you use any image and manipulate, clone, copy, trace, retouch, shrink, stretch, darken, or lighten the image you create a derivative work. If you include any image in a montage or use the image as the basis for an artist reference, you create a derivative work. You also create a derivative work if you change an original image in any other way. If you have created a derivative work, you must contact *InView* to purchase reproduction rights.
10. *InView* images are provided with the understanding that no model releases and property releases exist unless otherwise stated.
11. *InView* may accept a written request for cancellation of a permission to reproduce an image if made within 5 days of invoice date. If a request for cancellation of an invoice is made within 30 days *InView* may impose a cancellation charge of half of the reproduction fees. In either case you must provide a written warranty that no such use was in fact made, and that all copies of the image in your possession have been either returned to *InView* (in the case of hardcopy images) or destroyed (in the case of digital images).
12. Retention of images
  - a. Hardcopy images submitted by *InView* to you for consideration must be returned to *InView* within twenty-one (21) days of delivery unless reproduction rights are purchased. You acknowledge and agree that *InView* shall be entitled to charge a holding fee of \$20.00 per week for each photo not returned by you within twenty-one (21)days unless agreement for reproduction has been reached.
  - b. Hardcopy images which are to be reproduced by agreement must be returned to *InView* within sixty (60) days of invoicing unless other written agreements are made between you and *InView*. Otherwise holding charges accrue in accordance with paragraph 12(a) hereof.
  - c. Digital images may be retained until the date of the conclusion of the license period as shown on the Invoice. Unless this period is extended in writing, you must delete the images from all electronic and removable media and destroy any other copy of the images, except as licensed under this Agreement. *InView's* copyright information and Image identification number must be retained with the digital images while you retain them.
13. All images must be returned to *InView* by hand delivery, registered mail or courier. For the purposes of the agreement the date of return of images is the date on which such images are actually received by *InView*.
14. *InView* reserves the right to charge a search fee where no images selected and submitted to you are reproduced or where the reproduction fee is less than \$1000.00
15. The governing law of this agreement is and always shall be the law in force in Victoria, Australia and each party shall at all times submit to the jurisdiction of such court.

**SIGNED:** \_\_\_\_\_ print name \_\_\_\_\_

For and on behalf of \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ Debra Plueckhahn

For and on behalf of InView media and education Pty Ltd

**In the presence of**

**WITNESS:** \_\_\_\_\_ print name \_\_\_\_\_

Address \_\_\_\_\_