

PHOTOGRAPH USE LICENSE AGREEMENT

This Photograph Use License Agreement (the "Agreement") is made and entered into this _____ day of _____, 201_ by and between The White House Historical Association, Washington, D.C. _____ ("WHHA") and _____ ("Licensee").

WHEREAS, WHHA owns all right, title and interest, including all worldwide copyright interests, in and to the photograph(s) shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Photo(s)"); and

WHEREAS, Licensee desires to use the Photo for the following purpose:

_____ (the "Permitted Purpose"); and

WHEREAS, WHHA is willing to grant to Licensee the right to use the Photo for the Permitted Purpose, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties, intending to be legally bound hereby, agree as follows:

1. WHHA hereby grants to Licensee and its licensees a limited license, for the life of the copyright to the Photo, to use the Photo solely for the Permitted Purpose.
2. The license fee for the license herein granted shall be \$_____, payable upon the execution of this Agreement.
3. Licensee may not alter or create any derivative works of the Photo without the prior written consent of WHHA. The Photo may not be used by Licensee or any of its licensees for any purpose beyond the Permitted Purpose.
4. Licensee acknowledges and agrees that the Photo is being licensed, not sold, to Licensee by WHHA for the Permitted Purpose only as authorized herein.
5. Licensee may not produce, distribute or sell a copy of the Photo except in connection with the Permitted Purpose.
6. All right, title and interest in and to the Photo, including, without limitation, all reproduction rights, distribution rights, display rights and derivative work rights, are reserved exclusively to WHHA, other than the rights expressly granted herein to Licensee.
7. Licensee agrees to include with the Photo as it appears as authorized in the Permitted Purpose either the following copyright notice: "© [INSERT YEAR OF FIRST PUBLICATION OF THE PHOTO] White House Historical Association" or such other notice or credit line as may be directed by WHHA. For motion picture film or video purposes, the credit line must appear in the credits of the production as specified by the WHHA.

8. Licensee shall provide to WHHA a complimentary copy (either in physical or a digital representation thereof) where feasible of any authorized works incorporating the Photo to assure Licensee's compliance with this Agreement.

9. WHHA's grant of the foregoing license shall not be construed as an endorsement by WHHA of any of Licensee's products or services, including, without limitation, any materials bearing the Photo.

10. THE PHOTO IS BEING LICENSED TO LICENSEE ON AN "AS IS" BASIS AND WHHA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL WHHA BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE), INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST SAVINGS OR FOR INJURY TO PERSON OR PROPERTY, EVEN IF A WHHA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

11. Licensee agrees to indemnify, save, defend, reimburse and hold WHHA, its officers, directors, employees, and representatives harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including court costs and attorneys' fees) resulting from: (i) Licensee's use of the Photo; or (ii) otherwise from the operation of Licensee's business, including, without limitation, the sale or offer for sale of any goods or services.

12. This Agreement shall be governed by the internal substantive laws of the District of Columbia, without regard to its conflicts of laws principals. All disputes arising out of or with respect to this Agreement shall be heard exclusively in the courts, local and Federal, located in Washington, D.C., and each of the parties expressly consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement, to be effective as of the date first hereinabove set forth.

THE WHITE HOUSE HISTORICAL ASSOCIATION

By: _____

Title: _____

LICENSEE:

By: _____

Title: _____

“Exhibit A”