



“Essence of Bellingham” Photo Competition



Photographic Materials Use Agreement

This Photographic Materials Use Agreement (this "Agreement") is entered into by the City of Bellingham (the "City"), and _____ ("Photographer") in order to set forth the terms and conditions under which the Photographer's photograph(s) will be entered in the "Essence of Bellingham" Photo Competition and all future related rights and uses.

The photographs ("Photographs") covered by this agreement are titled: _____

and copies of the Photographs are attached to this Agreement. Photographer represents and warrants at the time of submission that the Photographs are the sole property of the Photographer and Photographer has the right to permit the Photographs to be used for the purposes stated in this Agreement.

Under this Agreement the parties mutually agree to the following conditions:

1. The City agrees to enter Photographer's Photographs in the Essence of Bellingham Competition and to use the Photographs (if ultimately selected) in the Whatcom Museum's program documenting Bellingham life, as further detailed in the published "Essence of Bellingham" Photo Competition Details. Thereafter, the Photographs may appear in Whatcom Museum and City of Bellingham publications displayed in various places such as print, TV, and the Internet ("After-Competition Uses").
2. The Photographer will provide the City with copies of the original digital files for use in the competition and any After-Competition Uses. Any image from the Photographs may be "cropped," or otherwise manipulated within the discretion of the City, to fit within the dimensions of any present intended use or to serve other aesthetic purposes or practical necessities
3. The City agrees either (a) to include Photographers' name in all Competition and After-Competition Uses that feature their photograph whenever commercially feasible or (b) have the Photographer's information readily available and associated with any use in order that such can be immediately provided upon any inquiry.
4. The Photographer will retain ownership and copyright in submitted Photographs, however the Photographer hereby grants to the City and the Whatcom Museum a royalty-free, perpetual license to use the Photographs for any lawful purpose, including without limitation commercial uses and the right to sublicense use of the Photographs.
5. Photographer agrees that the right to participate in the Competition, together with the publicity and recognition obtained from use of the Photograph, in accordance with the terms and conditions contained herein, constitutes full and fair compensation and consideration for use of the Photographs and specifically disclaims any right to any other compensation or consideration.

[City Official]

Date

Photographer

Date