

# **"Scoop the Poop Promise"**

## **Photographic Materials Use Agreement**

This Photographic Materials Use Agreement (this "Agreement") is entered into by the City of Bellingham (the "City") and Participant (the "Photographer") in order to set forth the terms and conditions under which the photograph(s) will be used in promotional materials for the "Scoop the Poop Promise" (the "Program") and all future related rights and uses.

By submitting photograph(s) to the City, the Photographer represents and warrants that the photograph(s) are the sole property of the Photographer and that the Photographer has the exclusive right to enter into this Agreement governing the use of the photograph(s).

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

1. The Photographer agrees to provide the City with digital file(s) containing the photograph(s) for use in the Program and all future related uses.
2. The Photographer agrees that the photograph(s) may be edited as necessary at the sole discretion of the City. For example, photograph(s) may be cropped or otherwise manipulated to fit within the dimensions of any present intended use or to serve other aesthetic purposes or practical necessities.
3. The Photographer will retain ownership and copyright in the photograph(s).
4. The Photographer hereby grants to the City a royalty-free, perpetual license to use the photograph(s) for any lawful purpose, including without limitation commercial uses as well as the right to sublicense use of the photograph(s).
5. The Photographer agrees that the right to participate in the Program, together with the publicity and recognition obtained from use of the photograph(s), in accordance with the terms and conditions contained herein, constitutes full and fair compensation for use of the photograph(s) and specifically disclaims any right to any other compensation or consideration for the City's use of the photograph(s).
6. The City agrees to either (a) include the Photographer's name on or near the photograph(s) whenever commercially feasible or (b) provide the Photographer's name in response to any inquiries about the photograph(s).
7. The City may exercise its right to use the photograph(s) in promotional materials for the Program in various media including but not limited to print, television, and the Internet. Thereafter, the City may continue to exercise its right to use the photograph(s) for other related uses within the City's sole discretion.
8. The City will not return the photograph(s) or digital file(s) regardless of whether they are selected for use in promotional materials for the Program.
9. The City's election not to use the photograph(s) in promotional materials for the Program shall not affect the license granted under paragraph 4 of this Agreement.