

PHOTOGRAPHER NAME / CANNABIS NOW
LICENSING AGREEMENT

1) AGREEMENT - This contract between PHOTOGRAPHER NAME, (hereafter “Photographer”) and CANNABIS NOW, (hereafter “Client”), governs photographs by the Photographer to be published by the Client in print and digital form for the duration of the magazine's shelf life (2 months) and constitutes the entire agreement between the parties concerning those images.

2) COMPENSATION/LICENSING – Client will pay the Photographer the following agreed upon rates: \$ ___ cover, \$ ___ double page spread, \$ ___ full page, \$ ___ half page, \$ ___ 1/4 page and \$ ___ 1/8 page. The Photographer will initially send invoice to be paid within 30 days of the print date.

3) PAYMENT - Client will make payment within 30 days of magazine print date. Checks will be made payable to PHOTOGRAPHER NAME.

4) COPYRIGHT – All Photographs are copyright by the Photographer. The Client reserves non-exclusive rights. All rights not expressly granted to the Client shall be reserved by the Photographer.

5) FOREIGN LANGUAGE & FOREIGN EDITION USE - If the Client wishes to use any of the Photographer’s photos in a foreign language edition of the publication or in an English language edition outside of the United States, Client shall seek prior permission from Photographer and pay an additional fee to be agreed upon.

6) REPRINT USE - If the Client wishes to sell, distribute, or give permission to sell or distribute article reprints at any time, for any purpose, to anyone, the Client shall seek permission from the Photographer in advance and pay an additional fee to be agreed upon.

7) PROMOTIONAL USE - Without additional fee, the Client may use the Photographs to advertise or promote *only* the issue of the publication in which they appear, provided the Photographs are shown in the original context of that publication, and provided the Client secures the permission of any recognizable people and properties in the Photographs. If the Client wishes to use the photographs for any promotion at a later date, or out of context at any time, the Client will seek permission from the Photographer in advance and pay an additional licensing fee to be agreed upon.

8) AUTHORSHIP CREDIT - A credit in the name of the Photographer shall accompany the Photographs, on the same page, when they are reproduced, except for the case of a cover photo, where the credit may appear on the table of contents page, or in the case of multiple photos, where the credit may appear once at the beginning of the spread.

9) TEAR SHEETS - Client will provide Photographer with a copy (print or electronic) of any publication, in its entirety, that their Photographs appear in.

10) INDEPENDENT CONTRACTOR STATUS - Photographer acknowledges that she is an independent contractor, and is responsible for paying the appropriate taxes and insurance as such.

11) OTHER USE - If the Client wishes to make any use of the Photographs not covered by this Agreement, Client shall seek permission from Photographer in advance, and pay an additional fee to be agreed upon.

12) THIRD PARTY USE - Client will not assign or transfer the rights granted herein, or authorize use of Photographs (whether in the context of the Magazine or not) to any third party for any reason.

CLIENT SIGNATURE _____ DATE _____

PHOTOGRAPHER SIGNATURE _____ DATE _____