

Commercial Licensing Agreement

The photographs ("Photos") purchased by you ("Client") are licensed for commercial use by Randall Belk (Photographer) pursuant to the following terms.

1. **Acceptance** - Purchasing/downloading files from BelkPhotography.com constitutes acceptance of the terms of this agreement by the Client.
2. **License** -The Photographer grants the Client a worldwide, non-exclusive, non-transferable, perpetual license to use the Photos for the purpose of advertising, marketing, and promoting the Client's business, products, or services. The Client may use the Photos in print media, online platforms, and in any commercial capacity as agreed upon.
3. **Ownership** - Photographer retains the copyright to all images, per USC Title 17 (US Copyright Law). Client agrees that the Photographer is, and will remain, the sole owner of all right, title, and interest throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this agreement, Photographer reserves all rights and licenses not expressly granted in this agreement.
4. **Fee** - Client shall pay a fee in the amount of \$150/Photo (or other amount as negotiated) in consideration for the rights and licenses granted herein.
5. **Restrictions on use** - Client will not use the Photos for any of the following purposes
 - a. *No unlawful use*. Client will not use the Photos in any unlawful manner such as pornography or defamation
 - b. *No standalone file use* - Client will not use the Photos in any way that allows a standalone content file to be downloaded, extracted, or redistributed by others
 - c. *No use in Trademark or Logo*. Client will not use the Photos in any trademark, design, logo, or other mark
 - d. *No products for resale* - Client will not use the Photos in any goods or products where the photos are the primary value
 - e. *No sublicenses* - Client will not sublicense the Photos without prior written permission of the photographer
 - f. *No alterations* - Client will not alter the photos without prior without the prior written permission of the photographer
6. **Photo Notice and Marking** - Client does not need to include a photo credit or copyright notice on the Photos unless specifically requested by the Photographer
7. **Limitations of Liability** - EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. PHOTOGRAPHER DOES NOT SEEK TO LIMIT CLIENT'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.
8. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings, whether written or oral.