

Licensing Agreement



Definitions

This document outlines the Licensing Conditions of Dusil Photography and shall hereafter be referred to as the "Agreement".

- Dusil Photography is owned and operated by Gabriel Dusil, with Registration (i.e., IČO) number 01132318, and VAT Tax Code, (DIČ): CZ6809186483, with an office at Mánesova 1633/74, 120 00, Prague 2, Czechia and shall hereafter be referred to as the "Photographer".
- The company who is being granted licensing rights shall be referred hereafter as the "Licensee".
- Any photographic material provided to the Licensee, such as negatives, positives, digital RAW files (images directly from the camera), edited images, computer files, video files, graphics, or slides shall be referred to hereafter as the "Deliverables".
- The individual photographed in the Deliverables shall be referred hereafter as the "Model".
- The photoshoot of the Model shall be hereafter referred to as the "Session".
- Activities for creating the Deliverables by the Photographer are referred hereafter as the "Services".
- Posting online content on social media, including Facebook, Instagram, Tumblr, LinkedIn, blogs, websites, or in contests, exhibitions, advertising, brochures, printed publications, magazine articles, features, self-promotion, websites, sample albums shall be referred hereafter as "Publishing" (i.e., to "Publish", or "Publication") the Deliverables.
- Services referring to the alteration of photographic material such as cropping, retouching, artistic stylizing, luminescent or color adjustments, artistic enhancements, object removal, graphic design, black & white, digital effects, artistic stylizing, special effects, or artificial intelligence modifications, shall be referred hereafter as "Editing" or "Edit".
- <https://dusil.org> shall be referred hereafter as the "Website".
- '© Dusil Photography' watermark or copyright citation shall be referred as the "Copyright Notice".
- Equipment rentals, location rentals, contractors, editors, employees, journalists, hair and makeup artists, touchup artists, or other services shall be referred hereafter as the "Third-Party".

Overview

The Licensee has requested the licensing of Deliverables by the Photographer for their publication. This Agreement cannot be changed in any way by the Licensee unless modifications are expressly agreed upon by the Photographer in writing. Any modification requests are to be submitted as amendments to this Agreement.

Privacy

The Photographer agrees to process personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") in the scope necessary for the fulfillment of this Agreement.

For reference, personal data protection is regulated by a separate "GDPR & Privacy Policy" available in the footer of the Website.

Licensing

The Licensee agrees that they are licensing (i.e., not purchasing) the Deliverables as specified in this Agreement. Purchasing the copyright of the Deliverables is not covered in this Agreement and would require a separate Purchasing Agreement.

Any rights granted are non-exclusive, non-sub-licensable and non-transferable.

Deliverables are not to be used in a logo, corporate identity, or trademark.

Licensee is prohibited from creating any change, or other derivative work of the Deliverables without the prior express permission of the Photographer.

The Licensee will not Edit the Deliverables, including, but not limited to, filters, additions, subtractions, or adaptations, alone or with any other material, without the prior express permission of the Photographer.

Copyright

All Deliverables are the exclusive property of the Photographer.

Deliverables do not constitute a work of joint authorship.

Metadata contained within any Deliverables may not be altered, or removed, without the express consent of the Photographer.

The Licensee is responsible for obtaining all necessary trademark and copyright permissions related to the Deliverables.

Publishing

The Photographer authorizes the Licensee to Publish the Deliverables for the instances specified in the signature section of this Agreement.

When the Deliverables are Published by the Licensee it is required that a Copyright Notice of the Photographer is visible on or beside the Published Deliverables.

Licensing for the use of Deliverables is granted by this Agreement for non-commercial use at no cost to the Photographer as long as a Copyright Notice is placed near the Deliverables or as a watermark on the Deliverables.

The Licensee agrees to be responsible for any Third-Party who Publishes the Deliverables.

Deliverables cannot be cropped (not including forced cropping by social media applications), or what is deemed practical for Publication.

Deliverables cannot be copied, duplicated, or otherwise taken from the Website without written permission of the Photographer.

The Licensee shall use the Deliverables for Publication use only and shall not monetize the Deliverables outside of the Publication or authorize any reproductions thereof by parties other than the Photographer.

Digital Files

The Photographer uses cameras and monitors that are color calibrated to industry standards. The Photographer is not

responsible if the Deliverables display differently on monitors, software, or different computer platforms.

Editing

The Photographer will endeavor to provide Deliverables to the Licensee as quickly as possible. Deliverables are provided by the Photographer on a best-effort basis. The Photographer shall make reasonable efforts to meet agreed deadlines where applicable. The Photographer will not be liable for delays that are beyond his reasonable control.

All Deliverables are subject to standard image Editing. The Licensee accepts that all Editing will be performed at the Photographer's discretion based on the Photographer's experience and artistic expertise. If The Licensee has special requests for editing, then these will be agreed mutually in writing and may incur additional charges.

It is understood that the Photographer is not responsible for altering the Deliverables to cover parts that the Licensee does not wish to be seen unless this is confirmed by the Photographer in writing. Such alterations may incur additional charges.

Any other special requests may incur additional charges and an estimated deposit to be paid in advance before work commences on the alterations. Final charges for special requests will be invoiced on an hourly fee basis.

The Photographer reserves the right to refuse any special requests.

Liability

The Photographer will take all reasonable care in the production of the Deliverables and the performance of this Agreement.

The Licensee will indemnify, defend, and hold harmless the Photographer or any Third-Party, regarding any claims, liabilities, damages, costs, and expenses, including legal fees and expenses, that may arise from the use of the Deliverables.

The Photographer is not liable for any Third-Party.

Photographer

Signature: _____
Date: _____
Name: Gabriel Dusil
Email: gabriel@dusil.com
Mobile: +420 737 182 659
Citizen ID: 680918/6483

The Photographer will not be held liable or responsible for any personal harm suffered by the Licensee.

This limitation of liability will also apply if any Deliverable is lost or damaged through equipment malfunction, or otherwise, without the fault of the Photographer.

Archiving

The Licensee is responsible for properly storing and archiving the Deliverables.

Acceptance

The Licensee may not assign or transfer this Agreement to any Third Party.

The Licensee is liable for all payments and other obligations outlined in this Agreement.

This Agreement constitutes the entire and only Agreement between the Photographer and the Licensee and supersedes all previous Agreements, understandings, and communications, whether oral or written, between the two parties.

No amendment is binding unless set forth in writing and signed by the Licensee and Photographer.

Dispute Resolution

This Agreement shall be governed by the laws of the Czech Republic.

In the event of an irresolvable dispute relating to this contract must be resolved in Czech Republic courts, which have jurisdiction based on the Photographer's place of business.

All terms, conditions and provisions of this Agreement are understood and accepted.

Communications

All communication with the Photographer shall be made in English.

Licensee

Signature: _____
Date: _____
Name: _____
Company: _____
Email: _____
Mobile: _____
Publication Issue #1: _____
Publication Issue #2: _____
Publication Issue #3: _____