

Nonexclusive Copyright License

This LICENSE AGREEMENT (“Agreement”), is entered into as of the ____ day of _____, 20__, between the New York-New Jersey Trail Conference, with an address at 600 Ramapo Valley Road, Mahwah, NJ 07430-1199 (hereinafter referred to as the “Trail Conference”) and, _____, with an address at _____ (hereinafter referred to as the “Creator”).

WHEREAS, Creator has taken, or plans to take in the future, photographs of and along hiking trails in the New York metropolitan area and plans to provide copies of such photographs as Creator may determine to the Trail Conference (all such photographs, whether previously taken or taken hereafter and delivered by Photographer to the Trail Conference, collectively referred to as the “Works”);

WHEREAS, the Trail Conference desires to license all rights in the Works from Creator, and Creator desires to license the Works to the Trail Conference;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Trail Conference and Creator hereby agree as follows:

- 1. Grant of Rights.** The Creator grants to the Trail Conference a nonexclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide license to use, reproduce, adapt, publish, perform, prepare derivative works based upon, distribute copies of, and publicly display the Works or excerpts therefrom. Creator expressly waives all rights under any laws relating to moral rights, artists’ visual rights or other and similar laws now existing or hereafter enacted or in force, including but not limited to rights of attribution and integrity.
- 2. Warranties of Creator.** Creator represents and warrants that the Works are the original creation of Creator, that Creator has the full and unrestricted right to enter into this Agreement and to grant the Trail Conference all of the rights granted to the Trail Conference herein. Creator further warrants that the Trail Conference’s exercise of its rights granted herein by Creator shall not infringe upon the copyright or other property, privacy or contractual right, or other rights of, or constitute unfair competition with, any third party.
- 3. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Creator, including but not limited to, all rights in any preliminary materials. In addition, the Creator retains all rights to use the Works in any manner.
- 4. Miscellaneous.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of New Jersey.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Creator _____

Trail Conference: By: _____ Title: _____