

**THE ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA
PHOTOGRAPHY LICENSE AGREEMENT**

THIS PHOTOGRAPHY LICENSE AGREEMENT ("Agreement") is made as of the date last written below (the "Effective Date") between:

<p style="text-align:center">"Photographer"</p> Name: _____ Street Address: _____ Telephone No.: _____ Fax No.: _____ E-mail address: _____ Name of Assistant: _____	<p style="text-align:center">"Owner"</p> The Roman Catholic Bishop of Monterey, California, a corporation sole Street Address: Attn: _____ Telephone No.: (____) _____ Fax No.: (____) _____ E-mail address: _____
--	---

PHOTOGRAPHY DETAILS

Date of Photography: _____ Purpose of Photography: _____
Time of Photography: _____

WHEREAS, Owner owns the _____ located at _____, CA _____, known as _____ (the "Church").

WHEREAS, Photographer and his/her Assistant, both as named above (collectively, "Photographer"), desire to photograph, videotape and/or film (collectively, "Photograph") the public-access areas of the Church's buildings and grounds (collectively, the "Building and Grounds"), and Owner is willing to grant Photographer a license (the "Access License") for the limited purpose set forth above. For purposes of this Agreement, the term "Images" shall mean all images, photographs, data files, video and/or film, in any form, created as a result of the Access License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. Access License. In accordance with the terms and conditions of this Agreement, Owner hereby grants to Photographer a limited, personal, nonexclusive, revocable, non-assignable right and license to Photograph limited portions of the Building and Grounds (the "Access License") consistent with the purpose and at the date and time set forth above. Photographer agrees that neither he/she nor any of his/her employees or affiliates (collectively, the "Affiliates") shall use the resulting Images in any connection, except as provided in this Agreement and **Schedule "A"**. Notwithstanding the foregoing, images of the Church may not be taken of or during any services or events held at the Church, including but not limited to Masses, weddings, funerals, classes, seminars, workshops or concerts (collectively, the "Church Services and Events"). Photographer shall not have access to private-access areas of the Church, including but not limited to the priests' living quarters. This Access License does not create the right to Photograph any other church or California Mission. This Access License is nontransferable to other dates or for other purposes, unless otherwise arranged in advance, at the sole discretion of Owner. This Access License is personal to Photographer and Photographer is to use the Images only for Photographer's own account.

1.2. Use License. Photographer hereby grants to Owner and Owner's affiliates, a nonexclusive, irrevocable, freely assignable, freely sublicenseable, perpetual, worldwide and royalty-free right and license to publish or otherwise use the Images for any purpose without compensation or liability to Photographer (the "Use License"). Within ten (10) days of taking the Images, Photographer shall deliver copies of the Images to Owner in digital format, in the highest JPEG resolution, and if the Images were captured in RAW format or its equivalent (NEF for Nikon cameras, etc.) on one or more CD-Roms or DVD-Roms. If the Images were taken in any other format, they shall be delivered to Owner in that format.

2. Title; Copyright. Photographer represents that Photographer has the qualifications and ability to take the Photographs in a professional manner and without disruption to Owner or the Church. Photographer hereby acknowledges Owner's exclusive ownership of the subject matter of the Images. Nothing herein shall give Photographer any right, title or interest in the Images, except as specified in this Agreement. Photographer shall own the copyright to the Images, subject to the restrictions set forth in this Agreement and the Use License. Photographer, at his/her/its sole expense, shall have an affirmative duty to diligently enforce its copyright and prevent unauthorized use or publication of the Images, including any use or publication not consistent with the purpose of this Agreement. Photographer shall have an affirmative duty to prevent any of the Images from becoming part of the public domain. Notwithstanding anything to the contrary in this Agreement and subject to Owner's prior approval as set forth in Section 2.1 below, Photographer may license the Images to third parties only for so long as their use is consistent with the terms and conditions of this Agreement. Neither Photographer nor any third party may sell or publish the Images without the prior written authorization of Owner, which consent shall not be unreasonably withheld.

2.1. Sublicense. Owner grants to Photographer the limited right to sublicense the use of the Images (the "Sublicense") for so long as: (i) subject to Owner's consent, Photographer's sublicensee agrees in writing to be bound by this Agreement; and (ii) Photographer's sublicensee agrees in writing not to assign, encumber or transfer the Sublicense to any third parties.

3. Term & Termination. The Access License shall be effective for the limited period set forth in the Photography Details section above. All other terms contained in this Agreement shall apply in perpetuity unless otherwise indicated. This Agreement and the Access License thereby granted may be terminated at any time by Owner for any failure on the part of Photographer to perform any covenant, term or provision under this Agreement.

4. License Fee. On or before the Date of Photography provided in the Photography Details section above, Photographer shall pay Owner the sum of _____ and 00/100 Dollars (\$ _____ USD) for the Access License (the "License Fee"). Owner may, in its sole discretion, waive the License Fee, but only in advance and in writing. All payments to Owner shall be in cash or otherwise immediately available funds.

5. Additional Terms. Any and all special terms of payment, special requests of Photographer, and any terms that may vary from those set forth in the body of this Agreement (the "Special Terms") are set forth in **Schedule "A"** attached to this Agreement. The terms and conditions included on the reverse side of this page and in **Schedule "A"** are part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"PHOTOGRAPHER"

Signature: _____
Printed Name: _____
Date: _____

"OWNER"

ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA,
a corporation sole
By: _____
Title: _____
Date: _____

THE TERMS & CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

6. Limitations on Access and Use.

6.1. No Disruption, Damage or Desecration; Noninterference. Photographer shall not disrupt Church Services and Events or third parties' access to the Building and Grounds. Photographer acknowledges that the Church has historical significance, and Photographer shall not alter, move or desecrate any item located on the Church Buildings or Grounds. Photographer shall in no way interfere with the use and enjoyment of the Buildings and Grounds by the public or Church staff.

6.2. Restrictions on Use. No person may be included in the Images. The Images may not be manipulated, arranged or published in such a way as to convey any subliminal message(s). The Images may not be used in any political context. The Images may not be used to convey any act of moral turpitude (including but not limited to pornographic, defamatory or otherwise unlawful use of the Images, whether directly or in context or juxtaposition with other material or subject matter) or in any manner that would, to a reasonable person, cast the Church or Owner in a negative, unflattering, or unduly controversial light. The Images may not be used as part of a trademark, service mark, logo, or corporate ID. Photographer may not: (a) make the Images available in any medium accessible by persons other than his/her Affiliates or subject to an approved Sublicense; or (b) make the Images available in a manner intended to allow or invite a third party other than an Affiliate or subject to an approved Sublicense to download, extract, redistribute or access the Images as a standalone file. If the Images are reproduced, displayed, or published on a website, Photographer shall post terms and conditions on the website that prohibit downloading, republication, retransmission, reproduction or other use of the Images as a stand-alone file. If the Images are reproduced, displayed, or published on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Images contrary to the terms of this Agreement, and (ii) in such event, upon Owner's request, Photographer shall remove any Images from such platform or website. Photographer may not, without obtaining the prior written consent of Owner and the payment of additional License Fees: (x) include the Images in an electronic template intended to be reproduced by third parties on electronic or printed products; or (y) use or display the Images on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on demand" products (e.g., products in which Images is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items.

6.3. Insurance. Photographer shall not use the Church or the Buildings and Grounds in a manner that could increase Owner's existing rates of insurance or cause a cancellation of, or exclusion of coverage under, any insurance policy covering the Church or the Buildings and Grounds. Photographer agrees to maintain liability and property damage insurance covering use of the Church, Buildings and Grounds in the following amounts: _____.

7. Notice of Unreinforced Masonry. Photographer acknowledges and agrees that he/she/it has been informed by Owner that the Church is located in an unreinforced masonry structure. During an earthquake or other act of God, Photographer and his/her/its Affiliates may experience damage to their person or property, and damage to the Church under certain conditions could be severe. Photographer shall enter the Buildings and Grounds at Photographer's own risk and peril.

8. DISCLAIMER; WAIVER. OWNER MAKES NO REPRESENTATIONS AND WARRANTIES REGARDING THE CHURCH OR THE BUILDING AND GROUNDS, INCLUDING THEIR SAFETY OR SUITABILITY FOR PHOTOGRAPHY OR PRACTICAL ACCESS THERETO. OWNER SHALL NOT BE LIABLE TO PHOTOGRAPHER OR PHOTOGRAPHER'S AFFILIATES FOR ANY DAMAGE TO PHOTOGRAPHER, PHOTOGRAPHER'S AFFILIATES OR TO THEIR RESPECTIVE PROPERTIES FROM ANY CAUSE. PHOTOGRAPHER HEREBY WAIVES ALL CLAIMS AGAINST OWNER FOR DAMAGE TO ANY PERSON OR PROPERTY ARISING FOR ANY REASON UNDER THIS AGREEMENT, EXCEPT ONLY FOR WILLFUL MISCONDUCT BY OWNER.

9. Indemnity. To the maximum extent allowed by law, Photographer shall and does hereby agree to indemnify, defend and hold harmless Owner and its employees, agents, successors and assigns, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, without limitation, interest, penalties and reasonable attorneys' fees and costs, that Owner may incur or suffer and that arise, result from or are related to Photographer's use or occupancy of the Church or the Buildings and Grounds, or relate to the Images.

10. Equitable Relief. The parties further agree that damages from the breach of this Agreement may be incalculable and will be irreparable and that any court may, in an action seeking to enforce this Agreement, enter an injunction or other equitable relief without any need for the party seeking such enforcement to make any showing of inadequate damages or irreparable injury or to post any bond. Such an injunction may preclude Photographer from manipulating, publishing or likewise using the Images in violation of this Agreement and may require the destruction of the violative Images and any publication containing the same. The parties also agree that in such an action, such court shall award the prevailing party its attorneys' fees and other costs and expenses of enforcement and shall, as well, entertain and may award the prevailing party exemplary damages in whatever amount the court, in its discretion, determines appropriate. ***Photographer waives any defense to injunctive relief on the basis that it would constitute a prior restraint of Photographer's exercise of any rights, including those arising under the U.S. Constitution, the California Constitution, or otherwise.***

11. Miscellaneous Provisions. The terms of this Agreement shall not be construed in favor of or against any party. Pursuit of any one remedy shall not preclude pursuit of any other remedies provided for herein or by law. No waiver of one violation of this Agreement shall be deemed or construed to constitute a waiver of any similar violations subsequently occurring, or any other violation whatsoever. If any action at law or in equity is brought to interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred. This Agreement shall be construed under the laws of the State of California, and the rights and obligations of each of the parties to this Agreement during the term hereof and upon its termination shall be governed exclusively by California law. The parties agree that the venue for any litigation concerning this Agreement shall be the City of San Luis Obispo, County of San Luis Obispo, California, except claims which must be maintained in federal court shall be maintained in the federal court appropriate for San Luis Obispo County, California. The cost of such litigation, including reasonable attorneys' fees, shall be borne by the losing party. If either party sues the other to enforce any of the terms of this Agreement, the prevailing party shall, in addition, to all other damages, be entitled to recover attorneys' fees and expenses. This Agreement may not be amended, altered or modified except by a written instrument, signed by all of the parties. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements, undertakings, commitments and practices relating to the subject matter of this Agreement. Each schedule attached hereto shall be deemed part of this Agreement as if fully set forth herein. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized. The Access License granted to Photographer under this Agreement is personal and may not be assigned. Owner may freely assign this Agreement. Nothing contained in this Agreement, nor any aspect of the intended arrangement between the parties, shall be deemed to constitute Photographer or Photographer's Affiliates as employees of Owner, or as establishing a partnership or joint venture relationship with Owner, for any reason whatsoever, and neither Photographer nor Photographer's Affiliates shall have authority to act on Owner's behalf for any purpose. None of the Images shall be a "work made for hire" as defined under U.S. copyright law.

12. Notices. All notices or other communications required or permitted to be given hereunder shall be, as elected by the person giving such notice, (1) personally delivered or (2) transmitted by postage-prepaid registered or certified mail to the parties at the addresses set forth on the first page of this Agreement. Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on (1) the date of receipt if delivered personally, or (2) five (5) days after posting if transmitted by mail with first class postage prepaid, certified with a return receipt requested. Any party hereto may change its address for purposes hereof by notice to the other party.

13. Counterparts. This Agreement may be signed in counterparts and delivered by facsimile transmission or other electronic transmission, which together shall constitute one Agreement.

PHOTOGRAPHY LICENSE AGREEMENT

SCHEDULE "A"

SPECIAL TERMS

Agreed and Acknowledged by Photographer: _____

Agreed and Acknowledged by Owner: _____