

# MEDIA LIFETIME LICENSE OPTION DESCRIPTION:

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Omar Havana



Omar Havana Professional Photographer  
Brussels, Belgium  
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<https://omarhavanaphotography.com>  
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The copyright of the photographs will be shared between the client and the photographer under the non-exclusive, non-commercial, non-assignable and non-sublicensable right to use the photos.

You or your company can use the images for:

- . all internal communication purposes
- . publishing on your websites, your social media and newsletters.
- . print and digitalize in-house materials.
- . in-house promotional materials like printed or digital presentations, video presentations, annual reports, brochures, banners, etc.
- . publications in media outlets and magazines and online media outlets are authorized always with the condition that photos are credited as Photo by Omar Havana, except photography agencies and media agencies.

The license term is in perpetuity.

## NOT INCLUDED IN THIS OPTION:

— This license excludes third-party advertising (defining Third-party advertising as when a company pays for ad space in a way other than its own website or network. In other words, your company can not advertise in print media, television, outdoor ads, and even on public transportation!).

— This license excludes syndication of the photos by the media outlets (in other words, media outlets cannot distribute the photos to any other party; only the client can freely distribute the photos to the media). Distributing to media agencies and photo agencies is not allowed without a commercial license; in other words, if an agency wants the photos, it must contact the photographer and sign a license and an agreement between the agency and the photographer, that would include the payment of royalties for the distribution of the photos.

## TERMS & CONDITIONS

This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by both parties.

1. Omar Havana Photography is based in Brussels, Belgium. Unless specifically requested by the client and agreed by Omar Havana Photography, Belgian law will govern the agreement.
2. Unless stated differently in the contract, Omar Havana Photography requires payment within fifteen days of invoicing. If you would like to extend this timeline, please let us know in your request and note that it will impact bookings accordingly. For assignments exceeding 3.000 €, a 35% deposit is required before work begins.
3. If there are any extensive pre-production expenses or if travel is necessary, the client will finance these costs before making arrangements.
4. Bank transfer fees must be borne by the client. The currency for payment is Euro.
5. Omar Havana Photography does not deliver RAW files of photo coverage or photo production.
6. Proof photographs shall be delivered to the Client via Flash Drive, WeTransfer, the photographer's website or the client's Dropbox. The Client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared and specify the number and format(s) of the final photograph to be delivered for each proof image. No model or property release exists for any Image(s) unless the Photographer submits a separate written model or property release to the Client. The Photographer is not liable to deliver every image taken during the Assignment. The determination of images delivered to the Client is left to the discretion of the Photographer.
7. When budgeting, Omar Havana Photography takes into account the specific tasks related to photography. The Client must reimburse the Photographer for any additional costs their travel, meals, parking fees and public transport expenses may incur. The Client and the Client's representatives are jointly and severally responsible for the full payment of all fees, charges and expenses.
8. To avoid any unexpected administrative or production requests, please note that the following costs may apply if left unmentioned in your original proposal: - If you require Omar Havana Photography to create a photo-session schedule or other logistical planning; including making travel arrangements, attending meetings, doing location scouting, acquiring special permits; etc., these tasks will be considered "production work" and will be charged at the rate of 90€/ hour excluding Taxes. Any unexpected and not previously agreed "production work" will be invoiced at the above rate. Omar Havana Photography has its contract specifying this agreement.
9. The Belgian courts will have exclusive jurisdiction to adjudicate any dispute concerning our working agreement. The changing of tribunals to other countries could impact Omar Havana Photography's budget proposal, which is focused on meeting the client's request by using its professional experience and aesthetic approach.
10. The Client shall indemnify and hold the Photographer and the Photographer's representatives harmless from any and all claims, liabilities and damages, including reasonable attorney fees and court costs arising from the Client's use of the Image(s) or from the Photographer's reliance on any representations, instructions or materials provided or approved by the Client. The photographer does not take any responsibility if someone else's rights are violated while taking pictures or filming during an assignment. Clients who hire Omar Havana Photography should be aware that they're responsible for infringing on other people's rights, so clients must get clear agreements in place before starting work. The client should provide signed consent forms from the people that will appear in the photographs to the photographer on the same day the photos will be taken (the photographer can provide a template for the consent form in advance) If the company fails to provide (or does not possible) consent forms for all attendees or people photographed, the Client shall indemnify and hold the Photographer and the

Photographer's representatives harmless from any and all claims, liabilities and damages, including reasonable attorney fees and court costs arising from the photographer use of the Image(s)

11. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation. The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services.

12. Photographer will perform limited color correction and retouching prior to delivering any physical copies of images to the Client. The photographer is not responsible for the printed copies of images delivered to the Client as electronic files.

13. Subject to the terms and conditions contained herein, the Photographer grants to the Client a non-exclusive, non-assignable, non-commercial and non-sublicensable right to reproduce the licensed material identified in the contract, solely to the extent explicitly stated in this Agreement. No rights licensed may be assigned or transferred to a third party without the Photographer's prior written consent. The Client hereby assigns the Photographer the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial trade, publications in media outlets, personal website and portfolios, exhibitions and submissions to award competitions, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claims to profits that may arise from the use of images. The client does have the right to use the photographs in media outlets, magazines, or other third-party publications, excluding the distribution and use of the photos by media and photography agencies.

14. The Licensed Material shall not be used contrary to any restriction on use that is notified to the Client prior to or at the time the Licensed Material is delivered to the Client. Such restrictions may be included in the information provided with the Licensed Material on site, in the contract, or in any other communication by the Photographer. Any such restriction provided to the Client shall be incorporated in this Agreement by reference.

15. Upon reasonable notice, the Photographer may ask for any records relating to the reproduction of any of the Licensed Material to ensure that the Licensed Material is being used in accordance with this Agreement.

#### 16. CANCELTION FEES AND RESCHEDULING FEES:

Upon signature of the contract, the Photographer will reserve the dates and times agreed upon, and will not make other reservations for those dates and times. In the case of cancellation or postponement of the shoot by the Client at any time for any reason independent of the Photographer after the Client has signed the attached estimate/proposal, the Client shall pay 100% of expenses incurred by the Photographer (upon submission of appropriate invoices) as well as the following percentages of the total amount agreed upon in the contract (including VAT when applicable).

- 15 to 30 days before the agreed assignment start date: 20% of the total agreed price.
- 7 to 15 days before the agreed assignment start date: 30% of the total agreed price.
- Within 7 days of the agreed assignment start date: 50% of the total agreed price.
- Within 48 hours of the agreed assignment start date: 100% of the total agreed price.

If the photographer cannot perform this Contract due to fire, strike, an act of God (not including natural weather patterns as rain, wind, snow, etc.), or other causes beyond the control of the parties, or due to the Photographer's illness or emergency, then the Photographer shall return the retainer fee (if paid by the client prior to the cancellation) to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply if photographic materials are damaged in processing, lost through

camera or other media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer.

#### 17. RESCHEDULING FEE:

In the event that the client must reschedule, a 50.00 Euros fee will be charged if rescheduling is requested for the same date. A 100 Euros fee will be charged if rescheduling is requested for any other day. Days of rescheduling are to be agreed upon with the photographer depending on the days available on the agenda of the photographer. If notice is given less than 24 hours in advance or if the Photographer is not available on the requested rescheduled days, cancellation fees as listed above will apply.

18. Failure to Perform - If the photographer cannot fulfil this agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to illness, then the photographer shall return the deposit and/or any additional monies paid to the client but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order.

19. The license becomes final and effective only with full payment of the amount due to the photographer. If the Client fails to pay the Photographer's invoice in full within the time specified in the invoice, the amount due to the photographer will be immediately and automatically increased by 8% interest and a fixed penalty of 40 euros (Belgium Act of 14 August 2021). No notice of default by the photographer is required. Therefore, the client cannot contractually deprive the photographer of his right to claim interest. The Photographer also reserves the right, in its sole discretion, to revoke the provisional license if payment is not made in full on time.

20. The assigned photographer reserves the right to substitute another photographer to take the photographs in the event of illness/scheduling conflict. In the event of such substitution, the assigned photographer asserts that the new photographer shall be a competent professional.

21. Client agrees not to modify the images or footage provided by the Photographer without first obtaining a formal written release signed by the Photographer. Should the Photographer discover any violations to this agreement, the Client agrees to be held financially responsible for 300 Euros per violation.

22. All photographs and footage are and shall remain the sole intellectual property of the Photographer in accordance with European Union Copyright Laws. The Client hereby waives any rights to intellectual property ownership, monetization, or reproduction of the images and footage created by the Photographer, with exception of the terms of any formal written releases provided to the Client by the Photographer.

23. If the Photographer is the sole professional Photographer at the event (as specified in the Event Details), it is understood that the Photographer will be the only one allowed to photograph the event. In this case, amateur photographers may take photos during the event if they do not interfere with the contracted Photographer and are not shooting the Photographer's same posed shots. If a problem arises with any guest or attendee(s) the On-site Event Contact will be advised to handle the situation politely for the Photographer by enforcing the conditions of this agreement.

24. The photographer is limited by the guidelines of the ceremony official or venue or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; The photographer will offer technical recommendations and assist in explanations to venues and or officials as required.

25. Although every possible care will be taken to produce photographs of all important and special moments during the Event, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the Photographer's control.

26. The Client is responsible for having its authorized representative present during all "shooting" phases of the Assignment to approve the Photographer's interpretation of the Assignment. If no representative is

present, the Photographer's interpretation shall be accepted. The Client shall be bound by all approvals and job changes made by the Client's representatives.

27. This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognized as amendments to this contract.

28. The signature of this agreement guarantees the date/time desired. Until the agreement is not signed by the client and agreed upon between both parties, the photographer is within his right to accept other opportunities.