

SAMPLE

(Organization Name) (Organization Contact) (Organization Address) xxx-xxx-xxxx

Market Share Usage Contract

Usage terms for this contract - Marketing/Advertising use for Print, Web (Website, Social Media, Email), Partners, and Media. Craig P Stehling (hereafter, "Craig"), grants (Organization) non-exclusive time-unlimited rights to all licensed images. Craig retains copyright of all licensed images and will obtain applicable releases from all required parties, if needed, for his own publication and marketing use of the images. (Organization) and its representatives cannot grant the use of images to other parties, excepting Partner/Media as stated below; an independent contract between Craig and the separate licensee is required. (Organization) also cannot sell any products containing or including licensed images with this contract; a separate contract with specific licensing terms is necessary.

Photo usage for Partner/Media - (a Partner is an organization/business and/or individual volunteer that is assisting your organization to further its mission through donations of items and/or time). Partners are granted editorial/personal use only for licensed images. Media is granted editorial use only for licensed images. For editorial use, a photo credit is required as follows: '©Craig P Stehling, Momentum Imagery' (or, if there are layout constraints, '©Craig P Stehling').

Cropping of licensed images is allowed for layout purposes on the (Organization) website and printed/ electronic marketing materials, unless the image is displayed by itself as a photographic print/poster - see below. A photo credit is not required on the materials, but it is required at least once in a prominent, frequently visited page on the organization's website. Any extra mention of or link to the Momentum Imagery website is appreciated.

For photographic prints/posters of licensed photos, especially those intended to be presented as photographic works on their own, licensed images should be printed and presented in full delivered form to fully express the intent of the photograph. Any exceptions to this section must be approved by Craig in writing.

No-crop and photo credit clause for social media websites* - Images are required to be presented in their uncropped form and must be credited as follows: '©Craig P Stehling, All Rights Reserved, www.momentumimagery.com (or a link to the Momentum Imagery website)'. Specific images may be cropped for layout purposes (e.g. Facebook's cover photo, etc.) as long as they are also presented in their (continued)

uncropped form elsewhere on the same social media site. If applicable, Illustrative product images (defined as: your product is the single subject in the image) do NOT need to explicitly list the credit nor do they have to be posted in their entirety.

*A social media website is defined as a website/blog that is used for marketing and brand promotion with source code and layout that is not designed and produced in-house AND is hosted on a server that your organization does not operate or pay to use. Examples (including but not limited to): Facebook, Twitter, Flickr, Pinterest, Instagram, Tumblr, etc.

Craig will bill (Organization) for time and licensing costs at reduced Market Share Program rates.

If applicable, all necessary permissions for photographing private property or non-company owned trademarks must be granted to (Organization) in writing before the date of a scheduled photo shoot and written permission for access to said location must be provided to Craig on or before the date of the photo shoot.

Unless requested otherwise, final images are delivered via Dropbox as appropriately sized JPGs in the sRGB color space. Other file formats and color spaces are available upon request at no charge for 1 year after initial delivery.

Craig P Stehling,	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	_Date
(Organization Representative),	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date

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Craig P Stehling
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