



## Permission to Use Photographs, Videos and/or Testimonials

I \_\_\_\_\_ of \_\_\_\_\_ (“Licensor”) hereby confirm that this Photography License Agreement grants the **State of Vermont, Agency of Commerce and Community Development** and its representatives/employees (“Licensee” or “State”) the below described intellectual property in the form of photographic images, including testimonials and quotations (hereinafter “Property” or “Images”), under the terms and conditions set forth herein.

1. I hereby represent and warrant all of the following:
  - a. I am the sole owner of the Property and all rights herein conveyed to the State;
  - b. The photographs and videos do not infringe upon any statutory copyright, common law right, proprietary right or other right whatsoever whether created by operation of law, treaty or agreement;
  - c. The photographs and videos are innocent and contain no matter contrary to law;
  - d. The photographs and videos and such rights are in all respects free and clear;
  - e. I have not heretofore made any commitment for the use or publication of the photographs or videos;
  - f. I have secured all necessary right-of-privacy release(s) from any individual appearing in the photos and videos and other releases from any individual whose other intellectual property (including, but not by way of limitation, artwork, trademarks and service marks) appears or otherwise exists in the photographs or videos;
  - g. All such releases described above, are hereto annexed and incorporated herein; and
  - h. I have not and shall not make any commitment inconsistent with the terms of this Agreement.
2. I hereby grant the State of Vermont, Agency of Commerce and Community Development and its representatives/employees all right, title and interest in such testimonials or quotes that I have provided.
3. I further grant free of charge, irrevocable and perpetual permission in respect to photographic/video images and testimonials/quotes to use, reuse, publish, and re-publish the same in whole or in part, individually or in any and all media now hereafter known, and for any state government purposes whatsoever, for illustration, promotion, art, editorial, advertising, and trade, or any other purpose whatsoever without restriction to alteration.
4. This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.



5. The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

6. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
7. I hereby represent and warrant I am 18 years of age or older and I have the right, power, legal capacity, and requisite authority to enter into this Agreement and convey the rights herein granted to the State.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (signature)

Description of photo / video / testimonial: