

PHOTOGRAPH AND VIDEO USE LICENSE AGREEMENT



This Photograph and Video Use License Agreement (the Agreement) is made and entered into this day _____, 202_ by and between the Alabama Historical Commission (AHC) and _____ (Licensee).

AHC owns all right, title and interest, including all worldwide copyright interest, in and to the photograph(s) and video(s).

Licensee desires to use the Photo(s) and/or Video(s) (Licensed Material) for the following purpose(s):

(The Permitted Purpose); and

AHC is willing to grant to Licensee the right to use the Licensed Material(s) for the Permitted Purpose, upon the terms and conditions hereinafter set forth.

1. AHC hereby grants to Licensee a limited license, for the Licensed Material(s) to use solely for the Permitted Purpose.
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8. Licensee shall provide to AHC a complimentary copy (either in physical or a digital representation thereof) where feasible of any authorized works incorporating the Licensed Material(s) to assure Licensee's compliance with this Agreement.
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11. Licensee agrees to indemnify, save, defend, reimburse and hold AHC, its officers, directors, employees, and representatives harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including court costs and attorneys' fees) resulting from: (i) Licensee's use of the Licensed Material(s); or (ii) otherwise from the operation of Licensee's business, including, without limitation, the sale or offer for sale of any goods or services.
12. This Agreement shall be governed by the laws of Alabama. All disputes arising out of or with respect to this Agreement shall be heard exclusively in the courts, local and Federal, located in Alabama and each of the parties expressly consents to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement, to be effective as of the date first hereinabove set forth.

THE ALABAMA HISTORICAL COMMISSION

By: _____

Title: _____

LICENSEE:

By: _____

Title: _____