LICENSE AGREEMENT

This License Agreement ("Agreement"), dated__________ is made by and between the University of Southern California, on behalf of the USC Libraries Special Collections ("Licensor") and ______________("Licensee").

Licensee has requested a license to use copies of photograph(s) and/or other items (hereinafter, the “Collection Item”), as described in Exhibit A, from the Licensor’s collection. Licensor agrees to make the Collection Item available on the following terms and conditions:

1. Licensor grants to Licensee the non-exclusive right to use copies of the Collection Item for the following purpose only: __________ (the “Production”). No other use or right to sublicense is granted or permitted herein. This license does not grant Licensee the right to use the Collection Item in any advertising or promotion of Licensee or any other production of the Licensee. Licensee shall have no right to edit or alter the Collection Item or any portion thereof. All other rights not specifically granted herein are reserved to Licensor.

2. The term of the License shall begin on the date hereof and terminate on the fifth (5th) anniversary of the date hereof.

3. Licensee shall pay to Licensor a payment of____ per Collection Item to be paid within five (5) business days of the date of this Agreement.

4. Licensee shall reimburse Licensor for all laboratory and shipping charges and other costs that may be involved in making the Collection Item available to Licensee.

5. Licensee represents and warrants that the Production in which the Collection Item is used shall not be derogatory to or critical of Licensor or any officer, director, agent, employee, of Licensor or any person connected with the production of the Collection Item or depicted therein or to the literary or dramatic material upon which it is based.

6. Licensee shall not use the name or marks of Licensor for any purposes in connection with the distribution, advertising, publicizing or other use of the Collection Item without the prior written consent of Licensor, except to refer to Licensor as owner of the Collection Item.

7. Licensee represents and warrants that its use of the Collection Item will not adversely affect Licensor’s copyright ownership of the Collection Item and covenants not to take any action which may adversely affect such ownership interest.

8. Licensee shall, in each case where the Collection Item is used in a print publication, provide a complimentary copy to the USC Special Libraries & Archival Collections.
9. Licensor makes no warranty or representation whatsoever with respect to the nature or extent of its rights in and to the Collection Item. Licensee shall be solely responsible for obtaining any and all further clearances, releases, consents and authorizations, to the extent any are required from all other persons or entities and for all payments with respect thereto.

10. Licensee shall indemnify, defend and hold harmless Licensor, its trustees, directors, officers, employees, representatives and assigns from and against any and all loss, cost, damage, expense (including reasonable attorney’s fees) and liability with respect to any claim whatsoever arising from Licensee’s use of the Collection Item.

11. Licensee shall not use any Collection Item, nor take temporary possession of the original of any Collection Item from the USC Libraries Special Collections without first obtaining General Liability Insurance for any damage to or loss of a Collection Item by the Licensee.

12. Licensee agrees that Licensor shall receive a credit on each Collection Item as specified in Exhibit “A”. Failure to include such credits shall constitute a material breach of this Agreement and shall be grounds for termination.

13. This Agreement contains the entire understanding and agreement between the parties and may not be modified except in writing signed by both parties. This Agreement may be executed in counterparts, all of which shall be deemed an original and considered one and the same agreement.

14. This agreement is governed under the laws of the State of California. Any disputes arising from this Agreement shall be submitted to binding arbitration in accordance with the rules promulgated by the American Arbitration Association. Any Arbitration shall take place in Los Angeles, California.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
UNIVERSITY OF SOUTHERN CALIFORNIA, on behalf of the USC Libraries Special Collections

By: _____________________________________________
    Martin Levine, Vice Provost

John Doe, LICENSEE

By: _____________________________________________

Exhibit “A”

Description of Each Collection Item:

Description of Credit Line:

“Courtesy of University of Southern California, on behalf of the USC Libraries Special Collections.”