

Agreement to Purchase Photograph(s)

Name of Photographer: Jeff Bean (Hereinafter referred to as "the licensor")

Mailing address:

Phone number(s):

E-mail: jeffbean871@gmail.com

Name of Client: Jackson County Tourism Development Authority (Hereinafter referred to as "the licensee")

Mailing address: 116 Central Street, Sylva, NC 28779

Phone number(s): 828-848-8711

E-mail(s): director@discoverjacksonnc.com

Fax: 828-848-8712

Filenames of images:

Date created:

Photographer: Jeff Bean

Name of person who owns the copyright to this image: Jeff Bean

Identifying information: See attached PDF of images

Agreement:

The photographer (licensor) grants the licensee non-exclusive, non-transferable and non-assignable use of collection for perpetuity.

1. By this agreement, the licensor allows the licensee to use, reproduce, display, or publish collection, at no cost, in any projects involving advertising, print media, web site publication, signage, broadcast and licensee's social media as chosen by the licensee. Licensee is allowed to crop and/or electronically edit an image in the collection to ensure best reproduction on the platforms above. Photographs from the collection may be combined with other elements in advertising.
2. Licensee is permitted to make high-resolution images from the collection available for use at no cost to its marketing firms, publicity firms, ad agencies, web and social media firms and other contractors or sub-contractors as necessary to promote Jackson County.
3. Licensee is permitted, at its discretion, to make high-resolution images or downloads from the collection available for use at no cost to licensee to both the Jackson County Chamber of Commerce and Cashiers-Area Chamber of Commerce pursuant to the same guidelines of use described above for licensee.
4. Licensee is permitted to share and allow its accommodations, retail, dining and other partners in Jackson County (through its [Partner Photo Program](#)) the right to republish the image provided a photo credit is given. When the image is shared through the JCTDA

Partner Photo Program, those utilizing the photo are requested to give credit to the photographer.

5. The collection may be used, at no cost to licensee, as still frames in videos the licensee creates or that a third party creates at the request of licensee. The collection may be shared with third party video production firms that either: a) partner with the licensee or b) feature Jackson County in their video.
6. Licensee is permitted to allow high-resolution downloads of the collection for media.
7. Media (included but not limited to newspapers, magazines, etc.) will be allowed to use the collection with feature stories, articles, websites, blogs, social media, etc. Licensor is permitted to e-mail and transmit electronically the collection as necessary to media and its agencies.
8. Licensee allows Licensor to utilize the photo for advertising Jackson County with VisitNC (state tourism office).
9. Photo credit may be included alongside the collection when used by licensee, but pursuant to this agreement, there is no requirement that credit be given to the collection when used by the licensee. The only exception is the use under the Partner Photo Program where enrolled participants must give credit to the photographer when using the photo. The photo credit in that program shall read. Photo courtesy [photographer name]/JCTDA to denote the proper credit and where they obtained the image from.
10. Licensor remains the sole owner of the copyright. No transfer of intellectual property is made by this agreement. Licensee is not allowed to sell the collection or merchandise displaying the collection pursuant to this contract.
11. Licensor warrants that any use of the collection by Licensee pursuant to this Agreement will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.
12. Licensor understands that Licensee cannot prevent the collection or licensed material from being download from social media or website, extracted or accessed by a third party and holds licensee harmless from this occurrence.
13. Licensee's maximum liability arising out of or in connection with licensee's use of the collection (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to the value of the payment made to Licensor per this Agreement.
14. Licensor shall provide a copy of any Release obtained by any model or for use of any

private property shown in the collection. If no such Release was obtained by Licensor then Licensor shall notify Licensee.

15. Licensor shall indemnify and hold the licensee harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against the licensee, arising out of any alleged use of the collection which violates or breaches a third party's property rights.
16. Severability. If any part, term or provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, the rights and obligations of the Parties shall be construed and enforced with that part, term or provision enforced to the greatest extent allowed by law, or if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.
17. Captions. Any headings in this Agreement have been included for ease of reference only, and shall not be considered in the construction or interpretation of this Agreement.
18. Binding Nature. This Agreement shall inure to the benefit of both Parties, their successors and permitted assigns, and all obligations of both Parties shall bind their successors and permitted assigns.
19. Governing Laws. This Agreement shall be deemed to be made under and, in all respects shall be governed by and construed in accordance with, the laws of the State of North Carolina, with venue in that State.
20. Amendments. The terms and provisions of this Agreement may not be waived, altered, modified or amended except in writing duly executed by the Parties.
21. Notice. All notices or communications under this Agreement shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, sent via overnight delivery service, sent via facsimile transmission with confirmed receipt, or by electronic mail with confirmation of receipt to the Parties at the addresses for the Parties at the addresses provided above. Parties may at any time, and from time to time, change the address to which notice shall be mailed by notice to the other Party setting forth the changed address.
22. No Partnership. This agreement does not create a partnership relationship. No party has authority to enter into contracts on the others' behalf.
23. Neither party shall assign rights or obligations under the Agreement without the written permission of the other Party.

24. Payment: The amount of \$100, is to be paid by licensee to licensor in accordance with next available county invoicing/payment cycle upon receipt of the collection in a usable digital format.

25. Sole Agreement between the Parties: This Agreement constitutes the sole agreement of the parties hereto respecting the Work to be provided by the licensor and correctly sets forth the rights, duties, and obligation of each to the other in relation thereto as of its date. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

26. E-verify: Licensor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Licensor utilizes a subcontractor, Licensor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

27. Iran Divestment Act Certification: As of the effective date of this contract, the Company/person is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The signatory below for the Company hereby certifies that he or she is authorized to make the foregoing statement.

This agreement is effective as of this _____ day of _____, 2019, and is executed by the undersigned parties on behalf of licensor and licensee:

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the day and year first above written.

Signature of Authorized Signor for Licensor:

Date

Printed name of Licensor _____

Signature of Authorized Signor for Licensee

Date

Printed Name of Licensee _____

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____ 2019

Finance Officer
Jackson County, North Carolina

