

**STOCK PHOTOGRAPHY ORDER FORM**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_

ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Photo ID is located above each image in our online Stock Photography Gallery.

Photo ID	Photo ID	Photo ID	Preferred Delivery Method <i>select one</i>
Number of images _____ x \$25.00 per image Shipping & Handling \$3.00			<b>TOTAL</b>

**How to Place Your Order**



Online...	by Phone...	by Mail...
Scan and email this form to orders@bcloguephotography.com. We'll call you within 24-72 hours to confirm your order and total price. Payment can be made through our website or by mail.	Call us at 478.335.3332 with the details of your order. We'll confirm and provide you with a total price. Payment can be made through our website or by mail.	Mail this order form, along with your payment to us at  Barbara C. Logue Photography 6615 Columbus Road Lizella, GA 31052

Please allow 48 orders for order processing.

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## **STOCK PHOTOGRAPHY LICENSING AGREEMENT**

This Agreement governs the terms by which clients of Barbara C. Logue Photography obtain the right to use stock photographic images provided through the web site located at [www.bcloguephotography.com](http://www.bcloguephotography.com) (the "Site"). This License Agreement is in addition to the Terms of Use applicable to the Site and to the Membership Agreement that all persons providing content to or downloading content from the Site have previously entered into. In the event of any inconsistency between this Agreement, the Membership Agreement and the Terms of Use (both of which are incorporated into this Agreement by reference), the terms of this Agreement shall govern.

### **1. Background of Agreement**

(a) This is a fairly lengthy document, and it contains many important provisions that affect your rights and obligations. By checking the box at on the Stock Photography Order Form, you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the purchaser, and agree to be bound by its provisions. If you are accepting on behalf of your employer or another entity as the purchaser, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not order Stock Photography images.

(b) In this Agreement: (i) "you" or the "Client" means you or, if you are accepting on behalf of your employer or other purchasing entity, then "you" means that employer or entity and affiliates; (ii) "Barbara C. Logue Photography" or "we" means Barbara C. Logue Photography, operator of the Site; and (iii) "Content" means any stock photographic image that you are ordering from the Site, together with any accompanying material.

### **2. License Terms**

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Barbara C. Logue Photography.

### **3. Permitted License Uses**

(a) You may only use the Content for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). For clarity, you may not use the Content in products for resale, license or other distribution, unless (i) the proposed use is allowable under an Extended License which is available for the Content; or (ii) if the original Content has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the Content nor is the Content capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). For example, you cannot superficially modify the Content, print it on a t-shirt, mug, poster, template or other item, and sell it to others for consumption, reproduction or re-sale. These uses will not be permitted as or constitute

Permitted Derivative Works. Any use of the Content that is not a Permitted Use shall constitute infringement of copyright.

(b) Seat Restrictions. Only you are permitted to use the Content, although you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the Content and cannot access or extract it from any file you provide. You may install and use the Content in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer the Content and its archives from one location to another, in which case you may use the Content at the new location instead. If you require the Content to be in more than one location or accessible by more than one person, you must download the Content from the Site for each such use or obtain an Extended License for a multi-seat license for the Content. You may make one (1) copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

(c) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are “Permitted Uses” of Content:

1. advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
3. on–line or electronic publications, including web pages to a maximum of 800 x 600 pixels for image or illustration Content or to a maximum of 640x480 for video Content;
4. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and
5. any other uses approved in writing by Barbara C. Logue Photography

If there is any doubt that a proposed use is a Permitted Use, you should contact Barbara C. Logue Photography for guidance.

#### 4. Standard License Prohibitions

(a) Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section or permitted by an Extended License. For greater certainty, the following are “Prohibited Uses” and you may not:

1. use the Content in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
2. use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of “on demand” products, including postcards, mugs, t-shirts, posters and other items (this includes custom designed websites, as well as sites such as [www.cafepress.com](http://www.cafepress.com));

- 3 .use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
4. use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
5. incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
6. use the Content in a fashion that is considered by Barbara C. Logue Photography (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
7. use or display any Content that features a model or person in a manner (a) that would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour; or (b) except where accompanied by a statement that indicates that the Content is being used for illustrative purposes only and any person depicted in the Content is a model, that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Content, unless the Content itself clearly and undisputedly reflects the model or person in such potentially sensitive subject matter in which case the Content may be used or displayed in a manner that portrays the model or person in the same context and to the same degree depicted in the Content itself;
8. remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
9. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
10. install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;
11. use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
12. use the Content for editorial purposes without including the following credit adjacent to the Content: "©Barbara C. Logue Photography; or
13. either individually or in combination with others, reproduce the Content, or an element of the Content, in excess of 500,000 times without obtaining an Extended License, in which event you shall be required to pay an additional royalty fee equal to US \$0.01 for each reproduction which is in excess of 500,000 reproductions. This additional royalty does not apply to advertisements in websites or to broadcast by television, web-cast or theatrical production.

## 5. Excess Reproduction Run

In the event you contravene subparagraph 4(a)(xiv) above, you further agree to notify Barbara C. Logue Photography in the event that you (or a combination of you and others involved with you) reproduce the Content, or an element of the Content in excess of 500,000 times. Such disclosure notice must be sent to Barbara C. Logue Photography each and every month after which the Content, or an element of the Content, has been reproduced in aggregate over the term of this Agreement in excess of 500,000 times. Each such notice must contain the number of reproductions made in any particular month, provided however the first such notice will only be require disclosure of those reproductions which are in excess of 500,000. Barbara C. Logue Photography shall invoice you for the fees associated with such excess use and you agree to pay such invoice within 30 days of receipt.

## 6. Term of Agreement

(a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Barbara C. Logue Photography if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to Barbara C. Logue Photography in writing that you have complied with these requirements.

(b) Barbara C. Logue Photography reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you on your original Stock Photography Order Form, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content, or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Content, or any Permitted Derivative Works, in products that already exist.

(c) Upon notice from Barbara C. Logue Photography, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which Barbara C. Logue Photography may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. Barbara C. Logue Photography shall provide you with replacement Content (which shall be determined by Barbara C. Logue Photography in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

## 7. Barbara C. Logue Photography Representations and Warranties

(a) Barbara C. Logue Photography warrants that: (i) your use of the Content in accordance with this Agreement and in the form delivered by Barbara C. Logue Photography 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; and (ii) all necessary model and/or property releases for use of the Content in the manner authorized under this Agreement have been obtained.

(b) While we have made reasonable efforts to correctly categorize the Content, Barbara C. Logue Photography does not warrant the accuracy of such information.

(c) OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 7(a), THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BARBARA C. LOGUE PHOTOGRAPHY DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT BARBARA C. LOGUE PHOTOGRAPHY) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS.

(d) Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

#### 8. Barbara C. Logue Photography Indemnification and Limitation of Liability

(a) Provided that the Content is only used in accordance with this Agreement and you are not otherwise in breach of this Agreement and as your sole and exclusive remedy for breach of the representations and warranties set forth in Section 7 (a) above, Barbara C. Logue Photography shall, subject to the terms of Sections 8(b),(c),(d) and (e) defend, indemnify and hold harmless you, your parent, subsidiaries and affiliates and respective directors, officers and employees from all damages, liabilities and expenses (including reasonable outside legal fees), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Content by you is in breach of the representations and warranties set forth in Section 7(a) above. The foregoing states Barbara C. Logue Photography's entire indemnification obligation under this Agreement.

(b) The indemnification set out in Section 8(a) above is conditioned on your prompt notification in writing to Barbara C. Logue Photography of such claim and our right to assume the handling, settlement or defence of any claim or litigation. You agree to cooperate with Barbara C. Logue Photography in the defence of any such claim or litigation and shall have the right to participate in such litigation at your sole expense. Barbara C. Logue Photography shall not be liable for legal fees and other costs incurred prior to the notice of the claim.

(c) IN NO EVENT SHALL BARBARA C. LOGUE PHOTOGRAPHY OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE.

(d) NOTWITHSTANDING ANY OTHER TERM HEREIN, BARBARA C. LOGUE PHOTOGRAPHY SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY YOU OR THE CONTEXT IN WHICH THE CONTENT IS USED BY YOU.

(e) NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF BARBARA C. LOGUE PHOTOGRAPHY UNDER THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH YOU HAVE LICENSED THE SAME CONTENT, REGARDLESS OF THE FILE SIZE, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER AND THE OBLIGATION OF BARBARA C. LOGUE PHOTOGRAPHY UNDER SECTION 8(a) SHALL BE LIMITED TO AN AGGREGATE OF TEN THOUSAND (\$10,000) US DOLLARS. FOR GREATER CLARITY, BARBARA C. LOGUE PHOTOGRAPHY'S LIABILITY TO YOU IN RESPECT OF THE CONTENT SHALL NOT EXCEED TEN THOUSAND (\$10,000) US DOLLARS REGARDLESS OF THE NUMBER OF TIMES THAT YOU LICENSE THE SAME CONTENT FROM BARBARA C. LOGUE PHOTOGRAPHY.

(f) SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 9. Your Indemnification

You agree to indemnify, defend and hold Barbara C. Logue Photography, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Barbara C. Logue Photography Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Barbara C. Logue Photography Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

#### 10. General Provisions

(a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

(b) Barbara C. Logue Photography's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement is personal to you and is not assignable by you without Barbara C. Logue Photography's prior written consent. Barbara C. Logue Photography may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(d) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(e) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

(f) This Agreement will be governed under the laws of the State of Georgia and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

(g) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in Macon, Georgia, and shall be conducted in the English language.

(h) The parties have requested that this Agreement and all related documents be drawn up in English.

#### 11. Contact

If you have concerns relating to this Agreement, please contact Barbara C. Logue Photography at [help@bcloguephotography.com](mailto:help@bcloguephotography.com) or via phone at (478) 335-3332.

#### 12. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF BARBARA C. LOGUE PHOTOGRAPHY AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND BARBARA C. LOGUE PHOTOGRAPHY, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND BARBARA C. LOGUE PHOTOGRAPHY RELATING TO THE SUBJECT OF THIS AGREEMENT.

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