

VIRGINIA TOURISM AUTHORITY d/b/a VIRGINIA TOURISM CORPORATION

REQUEST FOR USE OF PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE

REQUEST NUMBER: _____

NAME OF REQUESTOR: _____

ADDRESS OF REQUESTOR: _____

PHONE: _____

DESCRIPTION OF PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE REQUESTED:

DESCRIBE IN DETAIL THE INTENDED USE OF THE REQUESTED PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE. BE SURE TO INCLUDE THE CONTENT OF ITS USE AS WELL:

(PLEASE NOTE THAT THIS PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE MUST BE USED TO PUT VIRGINIA TOURISM IN A FAVORABLE, POSITIVE PORTRAYAL ONLY AND WILL CAUSE THOSE VIEWING TO WANT TO VISIT VIRGINIA.)

APPROXIMATE DATE/TIME PERIOD PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE IS ANTICIPATED TO BE USED:

THIS REQUEST HAS BEEN:

APPROVED. NOT VALID UNTIL ACCOMPANYING AGREEMENT IS SIGNED.

NOT APPROVED FOR USAGE REQUESTED

VIRGINIA TOURISM CORPORATION
Photography/Digital Image(s)/Film/Video Footage Usage Agreement

This agreement is between the Virginia Tourism Authority d/b/a Virginia Tourism Corporation, a public body corporate and political subdivision of the Commonwealth of Virginia, hereinafter known as VTC and _____ whose name appears below hereinafter known as the Borrower, and provides for the lending to the Borrower and the usage of the photography/digital image(s)/film/video footage subject to the terms and conditions of this agreement for the period _____.

- A. VTC retains all exclusive rights of ownership of photography/digital image(s)/film/video footage loaned to Borrower.
- B. VTC agrees to loan and allow Borrower to use the photography/digital image(s)/film/video footage requested in REQUEST FOR USE OF PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE REQUEST NUMBER _____ (attached), for the use only as requested and approved in this request for the period listed above. Any other intended use by Borrower or use longer than time period listed above shall require VTC's written approval.
- C. VTC represents that it has the right to grant the use of the photography/digital image(s)/film/video footage to Borrower and will not infringe on the rights of any third party.
- D. Borrower shall use this photography/digital image(s)/film/video footage only for the purpose indicated in REQUEST FOR USE OF PHOTOGRAPHY/DIGITAL IMAGE(S)/FILM/VIDEO FOOTAGE and only to put Virginia Tourism in a favorable, positive portrayal (which may cause viewers to want to visit Virginia).
- E. Borrower shall not authorize others the use of this photography/digital image(s)/film/video footage without VTC's prior written approval.
- F. With the exception of film/video footage, borrower shall not alter, manipulate, or derive from the photography/digital image(s) without written approval of VTC. Borrower shall not place the photography/digital image(s)/film/video footage in any electronic cataloging or electronic delivery service without the written approval of VTC.
- G. Borrower shall delete, destroy, or remove image/footage files from any storage medium after project is complete. Borrower agrees to furnish one tear page, pdf file, copy of publication, or produced video in which the photography/digital images/film/video footage appear.
- H. With the exception of film/video footage, borrower shall return photography/digital image(s) files or CD discs (if requested), safe and undamaged by airfreight, private courier, or registered Express Mail.
- I. Credit Line: With the exception of film/video footage, borrower shall accompany editorial use with adjacent credit line. Photographs are to be credited to the photographer where indicated. Borrower shall identify each subject published and its location in Virginia. If using photography/digital image(s), credit to the Virginia Tourism Corporation is not required, but appreciated. For use of film/video footage, Borrower shall include a credit in the end titles to thank the Virginia Tourism Corporation for use of archived footage (if applicable).
- J. Borrower agrees to indemnify, defend and hold harmless the VTC, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of this photography/digital image(s)/film/video footage furnished to Borrower, provided that such liability is not attributable to the sole negligence of the VTC.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

Borrower

Virginia Tourism Corporation

PRINT NAME _____ PRINT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

TITLE: _____ TITLE: _____

ADDRESS: _____
