

**2020 COPYRIGHT ASSIGNMENT AGREEMENT
Individual Photographer**

Please Note: Contestant photos will not be used in any format until this agreement is signed and received.

COPYRIGHT ASSIGNMENT AGREEMENT made by and between

(Name of Photographer)

a _____ citizen residing at _____

(Town)

(Street Address)

("Photographer") and the Miss Vermont Scholarship Organization, a Vermont, not-for-profit corporation doing business at PO Box 8422, Essex Junction, VT 05452 ("Miss Vermont").

WHEREAS, Photographer has been commissioned by

(Print Candidate Name)

to take photographs of her in connection with her participation as a candidate in The Miss Vermont or Miss Vermont's Outstanding Teen Scholarship Competition (the "Competition"); and

WHEREAS, pursuant to an agreement between the candidate and the Miss Vermont and Miss Vermont's Outstanding Teen Competition candidates have waived all rights in and to the use of their names and likenesses in connection with the Competition and any commercial activity emanating therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Photographer hereby assigns to Miss Vermont all right, title and interest worldwide in and to the photographs of the Competition candidate, including the copyright as a co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, Miss Vermont shall have all rights of ownership in and to the photographs, including but not limited to the right to reproduce, display and distribute them in any medium at Miss Vermont's sole discretion, and to incorporate them into any other work or to make derivative works from them. Photographer acknowledges that the photographs may be incorporated into commercial works or merchandise, publicity materials, posters, brochures or other materials or uses which Miss Vermont in its sole discretion shall deem appropriate. Photographer agrees that Miss Vermont does not require the consent of the Photographer to make any such use.

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2. Photographer shall not assert any claim of moral rights (droit moral) in connection with the photographs. Notwithstanding the forgoing, Miss Vermont shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of Miss Vermont to credit Photographer shall not be a violation of this Agreement.

3. This Agreement shall be binding, valid and enforceable against, and the benefits thereof shall inure to the parties' successors, licensees, assigns, and parties in privity with them.

Date: _____

Photographer

Date: _____

The Miss Vermont
Scholarship Organization

Name:

Name:

Title:

Title:

Photographer
Signature:
