

Administration Forms

Form 8

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COPYRIGHT ASSIGNMENT AGREEMENT – Form 8

Photography Corporation

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

COPYRIGHT ASSIGNMENT AGREEMENT made by and between _____

Name of Photography Corporation

a corporation with a principal place of business at _____

("Photographer") and the Miss America Organization, a New Jersey, not-for-profit corporation

located and doing business at 222 New Road, Suite 700, Linwood, New Jersey, 08221 ("Miss America").

WHEREAS, Photographer has been commissioned by _____

Print Contestant Name

to take photographs of her in connection with her participation as a contestant in The Miss America Competition (the "Competition"); and

WHEREAS, pursuant to an agreement between the contestant and the Miss America, Competition contestants 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 America all right, title and interest worldwide in and to the photographs of the Competition contestant, including the copyright as a co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, Miss America 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 America'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 America in its sole discretion shall deem appropriate. Photographer agrees that Miss America does not require the consent of the Photographer to make any such use.

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

Date: _____
Photography Corporation

Date: _____
The Miss America Organization

Name:

Name:

Title:

Title:

Signature: _____

STATE OF:)

COUNTY OF :) SS.

)

Must be Notarized Below:



BE IT REMEMBERED, that on this _____ day of _____, 2012

before me, the subscriber personally appeared _____ who,

I am satisfied is the (officer) of the Photographer named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered same as his act and deed, for the uses and purposes therein expressed.

Notary Public

Photographer: Please list how you wish credit to read:
