

STATE FORM

THE *Miss Arkansas* PAGEANT

COPYRIGHT ASSIGNMENT AGREEMENT
FOR INDIVIDUAL PHOTOGRAPHER

Copyright assignment agreement is made by and between (name of photographer) _____

a citizen residing at _____

and the franchised preliminary of Miss (local) _____

leading to the State finals of the Miss Arkansas Scholarship Pageant, Inc., a not for profit corporation, located in Hot Springs National Park, Arkansas and doing business at 659 Ouachita Avenue, Hot Springs, Arkansas, 71901, a franchised preliminary of the Miss America Organization, a New Jersey, not for profit corporation, located and doing business at Two Ocean Way, Suite 1000, Atlantic City, New Jersey, 08401-4163.

WHEREAS, Photographer has been commissioned by (name of contestant and/or local) _____

To take photographs of her in connection with the participation as a contestant in the above mentioned preliminary of the Miss Arkansas Pageant and/or as a contestant in the Miss Arkansas Pageant leading to the National Finals of the Miss America Pageant (all hereinafter referred to singularly and/or inclusively as the "Pageant"); and

WHEREAS, pursuant to an agreement between contestants and Miss (local) _____

and/or Miss Arkansas Pageant, Pageant contestants have waived all rights in and to the use of their names and likeness in connection with the Pageant 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 (local) _____, Miss Arkansas Scholarship Pageant, Inc and Miss America Organization, all rights, title and interest worldwide in and to the photographs of the Pageant contestant, including the copyright as co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, the Pageant 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 (local) _____, Miss Arkansas Scholarship Pageant, Inc and/or 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 the Pageant 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 foregoing, the Pageant shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of the Pageant to credit the Photographer shall not be a violation of this agreement.
3. This agreement shall be binding, valid and enforceable against, and the benefits thereof shall ensure to the parties' successors, licensees, assigns, and parties in privity with them.

Date _____

Date _____

Photographer

Local or State Pageant Official

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____



STATE OF _____ :
:SS

COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, 200 ____, before me, the subscriber, personally appeared (photographer) _____ who I am satisfied, is the Photographer named in and who executed the within instrument, and thereupon she/he acknowledged that she/he signed, sealed, and delivered the same as his/her act and deed, for the uses and purposes therein expressed.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SEAL