



# PHOTOGRAPHY AND VIDEOGRAPHY PERMISSION AGREEMENT

This Video/Photography Agreement (hereinafter "Agreement"), dated \_\_\_\_\_ (hereinafter "Effective Date"), is by and between the Frank Lloyd Wright Foundation (hereinafter "Foundation"), an Arizona nonprofit corporation with an address at 12621 N. Frank Lloyd Wright Boulevard, Scottsdale, AZ 85259, and Company, identified below.

## PLEASE "X" THE BOX THAT BEST DESCRIBES THE COMPANY

An individual, requesting permission to take photographs or video for personal, **non-commercial use**. Specify use:

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An individual, requesting permission to take photographs, video, and/or interviews for scholarly/**non-commercial use**. Specify use:

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A photographer requesting permission to take photographs for non-commercial, internet **editorial use**. Specify use:

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Name of website:

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A production crew requesting permission to take video/film for television/commercial **editorial use**. Specify use:

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## CLIENT/COMPANY INFORMATION

## CONTACT INFORMATION

NAME OF COMPANY

NAME

PHONE

NAME OF PROJECT

EMAIL ADDRESS

EXPECTED AIR/PUBLISH DATE

BUSINESS ADDRESS

CITY

STATE

ZIP CODE

COUNTRY

# PHOTOGRAPHY AND VIDEOGRAPHY PERMISSION AGREEMENT

Foundation is the owner of Taliesin West, in Scottsdale, Arizona, and Taliesin, in Spring Green, Wisconsin, both national historic landmark properties designed by Frank Lloyd Wright. Company acknowledges that all the models, drawings, designs, and works of Frank Lloyd Wright, or derived therefrom, seen at the properties are the exclusive property of Foundation. Company also acknowledges that Foundation is also the exclusive owner of the rights of publicity associated with the likeness, voice, signature, and visual representation of the late Frank Lloyd Wright, all copyrights and trademarks related to Wright's work, and all materials associated with Wright's works that were created by Wright, by Foundation or by someone acting with Foundation's permission (collectively "Foundation Intellectual Property"). Company acknowledges these rights.

Foundation grants Company access to its property at Taliesin West to take images for the purposes specified above. Foundation grants Company permission to assign any photography copyrights only to the Company identified, and only under the same terms and conditions as this Agreement.

**1. NON-COMMERCIAL USE:** Photographic and video material may not be used for commercial products, services, or any other purpose without first obtaining written permission from Foundation. Company will not produce any commercial "Frank Lloyd Wright" products of any nature for resale in conjunction with video and photographic material, and will not use such material in any way, or in any media, other than as expressly authorized in this Agreement, without first obtaining written permission from Foundation, whose permission, if granted, may require royalty payments.

**2. FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS:** Company shall indemnify Foundation and shall assume full financial responsibility for any damage to or loss to Taliesin West, or for any injuries or fatalities occurring on the property as a result of the access granted to Taliesin West.

**3. TOURS:** Company understands that frequent tours are conducted on-site at Taliesin West and Company agrees that when a tour is in the vicinity of the shoot, the Company models, photographers, and staff will pause until the tour has cleared out of the vicinity, or will need to pay an additional fee to "buy out" public tours.

**4. COPIES OF PHOTOGRAPHY:** If applicable, Company agrees to provide two archival copies of the production/publication/presentation to Foundation to be used for archival storage, research, education, and promotion of tours. Company agrees to give Foundation permission to use such materials without further permission or cost. Foundation will provide appropriate credit to the Company.

**5. ARRANGEMENTS:** Photographer/videographer agrees to obtaining any and all Taliesin West video and photographic materials for Company use through Adrian Lilly, Vice President of Communication & Partnerships.

**6. CREDIT:** Company will provide appropriate credit, trademark, and copyright notices related to any materials, images, or logos owned by Foundation and will acknowledge that the use of the materials and filming were with the permission of the Frank Lloyd Wright Foundation, Scottsdale, Arizona.

**7. CONFIDENTIALITY:** Each of the parties agrees not to disclose any of the terms and conditions of this Agreement including, but not limited to the financial terms, to any third party and agrees to treat this Agreement in the strictest confidence in all respects.

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**8. RESERVATION OF RIGHTS:** Foundation reserves any and all rights relating to Foundation Property, which are not expressly granted in this agreement. Foundation reserves the right to terminate permission for access at any time, without incurring liability to photographer, due to photographer's failure to adhere to the terms and conditions regarding access or other cause such as inappropriate behavior, refusal to follow requested safety procedures, and on-premises emergency, etc.

**9. NON-ASSIGNABLE:** This Agreement hereby granted is and shall be personal to licensee and shall not be assignable by any action of licensee or by operation of the law, and any attempt at such assignment shall be null and void. Licensee shall not have the right to grant any sublicenses of the photography to any other party, unless prior written permission is granted by Foundation, which consent Foundation may give or withhold at its discretion.

**10. TERMS:** Permission under the term of this agreement is granted for two years. To extend this term, Company must contact Foundation to obtain further written approval.

**11. PAYMENT:** Company will pay Foundation \_\_\_\_\_ for usage of space on \_\_\_\_\_. Payment will be made at signing of Agreement.

This Agreement shall be interpreted, enforced, and governed by the laws of the State of Arizona, without regard to choice of law provisions. The parties agree that all claims relating to or arising from this Agreement may be enforced by an appropriate action of law or in equity brought solely in a court of competent jurisdiction in the State of Arizona. Both parties hereby consent to jurisdiction and venue in the State of Arizona.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives in counterparts as of the Effective Date.

## COMPANY

**BY:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## FRANK LLOYD WRIGHT FOUNDATION

**BY:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE