

PHOTOGRAPHY PERMISSION AGREEMENT

This Agreement ("Agreement"), dated this _____ day of _____, 2011 ("Effective Date"), is by and between the Frank Lloyd Wright Foundation (the " Foundation"), 12621 N. Frank Lloyd Wright Boulevard, Scottsdale, AZ 85259, an Arizona non-profit corporation and Photographer, as identified below:

Photographer Contact Information

Name: _____

Address: _____

Phone Number: _____ Email: _____

Please check the appropriate box:

Photography will be used for personal/ non-commercial use.

Please Specify use: _____.

Photography will be used for scholarly/ non-commercial use.

Please specify use: _____.

Photography will be used for internet editorial/ non-commercial use.

Please specify use: _____.

Name of Website: _____.

Photography will be used for newspaper/magazine/editorial use.

• Name of Magazine/Newspaper ("Company") _____

• Contact Name _____

• Business Address _____

• Name of Article _____

• Date of Publication _____

The Foundation grants Photographer access to its property at Taliesin to take Photographic images for the purposes specified above ("Photography").

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

2. **FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS.** Photographer shall assume full financial responsibility for any damage to or loss to the property at Taliesin or for any injuries or fatalities occurring on the property during the access for the Photography, occurring as a result of the access granted to Taliesin. As a condition of access to the Taliesin, Photographer waives any right to recover from the Foundation for any such injury or damage and hereby releases the Foundation from any such liability.

3. **COPIES OF PHOTOGRAPHY.** Photographer agrees to provide two archival copies to the Foundation to be used for archival storage, research, education and promotion of Foundation

activities upon request. Photographer agrees to give Foundation permission to use such photographs without further permission or cost. Foundation will provide appropriate credit to the Photographer.

4. ARRANGEMENTS. Photographer agrees to make Arrangements for access with Becky Rex, Taliesin's Special Events and Media Coordinator.

5. CREDIT. The Company and/or Photographer will provide appropriate acknowledgement to the Foundation for permission to take and use Photography as follows: **Permission to obtain photography was granted by the Frank Lloyd Wright Foundation, Scottsdale, AZ.**

6. RESERVATION OF RIGHTS. The Foundation reserves any and all rights relating to the Foundation property at Taliesin, which are not expressly granted in this agreement.

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

This Agreement is made under and shall be construed according to the laws of the State of Arizona, U.S.A.

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

FRANK LLOYD WRIGHT FOUNDATION By _____ Name _____ Title _____ Date _____ <input type="checkbox"/> Administrative Fee Required \$ _____ <input type="checkbox"/> Administrative Fee Waived	PHOTOGRAPHER By _____ Name _____ Date _____ COMPANY By _____ Name _____ Date _____
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Taliesin Contact Information:

Becky Rex, Special Events and Media Coordinator
Brex@TaliesinPreservation.org