

Miss Minnesota

2022 Photography Release Form COPYRIGHT ASSIGNMENT AGREEMENT (For Photographer)

TEEN DEADLINE: Upload by February 19, 2022 at missminnesota.org paperwork portal
MISS DEADLINE: Upload by March 18, 2022 at missminnesota.org paperwork portal

Please Note: Candidate photos will not be used in any format until this agreement is received signed at our business address.

COPYRIGHT ASSIGNMENT AGREEMENT made by and between:

Please provide name, address and phone of photographer in below space:

and the **Miss Minnesota Scholarship Organization**.

WHEREAS, Photographer has been commissioned by _____
[Print name of candidate]

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

WHEREAS, pursuant to an agreement between the candidate and Miss Minnesota Scholarship Organization, 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 Minnesota Scholarship Organization 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 Minnesota Scholarship Organization 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 Minnesota'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 Minnesota Scholarship Organization in its sole discretion shall deem appropriate. Photographer agrees that Miss Minnesota Scholarship Organization 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 Minnesota Scholarship Organization shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of Miss Minnesota Scholarship Organization 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.

Photographer Signature

Date

Photographer: Note how you would like your photo credit stated including your social media @

Kathy Shellum, Executive Director, Miss MN Scholarship Organization

Date