

PHOTO LICENSE AGREEMENT

This Agreement ("Agreement") is entered into as of February 18, 2025 (the "Effective Date"), by and between:

- Anthony Grassetto Photography, LLC (hereinafter referred to as the "Photographer" or "Licensor"), with a principal place of business in Beverly, Massachusetts.**
- Austen Starr (hereinafter referred to as the "Artist" or "Licensee").**

The Photographer and the Artist may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. GRANT OF LICENSE

1.1 License

The Photographer hereby grants the Artist an exclusive, worldwide, perpetual license to use, reproduce, and display the licensed photographs ('Licensed Images') taken on February 18, 2025, in Beverly, Massachusetts, under the following terms and conditions.

1.2 Permitted Uses

- Album Art (including any physical and digital album covers).
- Social Media & Online Promotion (including websites, streaming service profiles, and online advertising).
- Print Promotion (such as flyers, posters, press kits, and any other promotional materials tied to the Artist's music or brand).

1.3 Prohibited Uses

- Merchandise: The Artist shall not reproduce or distribute the Licensed Images on merchandise (e.g., t-shirts, mugs, posters) where the sale of the merchandise is primarily driven by the photograph itself, rather than the underlying music or artistic content.

Example: Placing a Licensed Image on a t-shirt for sale to fans or the public is not permitted without obtaining separate, written permission from the Photographer.

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2. TERM & TERRITORY

2.1 Term

This license is granted in perpetuity (no expiration date), unless terminated according to any provisions specified herein.

2.2 Territory

This license is valid and enforceable worldwide.

3. COPYRIGHT & OWNERSHIP

3.1 Photographer's Rights

The Photographer retains all rights, title, and interest in the copyright of the Licensed Images. No ownership rights are being transferred to the Artist. This Agreement grants only a license to use the images as detailed herein.

3.2 Alteration of Images

The Artist agrees not to alter, edit, or modify the Licensed Images in any material way (e.g., heavy photo manipulation or significant cropping) without the prior written consent of the Photographer. Basic resizing or minor adjustments to fit album or social media dimensions is permissible, provided it does not distort or substantially alter the original work.

4. COMPENSATION

4.1 Flat Rate

The Artist has already paid a flat rate for creation and usage of the Licensed Images. No additional usage fees shall be required for the rights granted herein.

5. CREDIT & ATTRIBUTION

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5.1 Credit

While not mandatory, the Artist is encouraged (but not strictly required) to credit the Photographer wherever reasonably possible (e.g., 'Photography by Anthony Grassetti' or 'Photo by Anthony Grassetti').

6. LIABILITY & INDEMNIFICATION

6.1 Liability Waiver

The Photographer is not responsible for any legal disputes, claims, or damages that may arise from the Artist's use of the Licensed Images.

6.2 Indemnification

The Artist agrees to indemnify, defend, and hold harmless the Photographer from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Artist's use of the Licensed Images in violation of this Agreement or applicable law.

7. MISCELLANEOUS PROVISIONS

7.1 Entire Agreement

This Agreement contains the entire understanding of the Parties concerning the subject matter herein and supersedes all prior or contemporaneous discussions, communications, or agreements.

7.2 Amendments

No amendment or modification to this Agreement shall be binding unless in writing and signed by both Parties.

7.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of law principles.

7.4 Severability

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If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions.

7.5 No Waiver

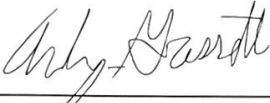
The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision.

8. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Photo License Agreement as of the Effective Date.

PHOTOGRAPHER (LICENSOR)

Anthony Grassetto Photography, LLC

Signature: 

Printed Name: Anthony Grassetto

Title (if applicable): _____

Date: 03/03/2025

ARTIST (LICENSEE)

Austen Starr

Signature: 

Printed Name: Austen Starr (Kimberly Starr Pfister)

Date: 3/4/25