
L I C E N S E A G R E E M E N T

Exclusive

Photographic License

This agreement grants permanent, exclusive rights to display a single NickyFinn original 35mm analog photograph in physical form. The image will never be licensed to another party.

Parties & Definitions

This Exclusive Photographic License Agreement ("Agreement") is entered into as of the date signed below between:

LICENSOR

NickyFinn Photography

San Francisco, California · NickyFinn.com

LICENSEE

Institution / Company Name:

Authorized Representative:

Title:

Billing Address:

Email:

DEFINITIONS

"The Work"

The specific 35mm analog photograph identified in Schedule A, including its title, film stock, image identifier, and agreed print dimensions.

"Exclusive Rights"

The sole and non-transferable right to display The Work in physical form; no other party shall receive a license to The Work after execution.

"Licensed Premises"

The physical location(s) of Licensee as specified in Schedule A where The Work will be displayed.

"Permitted Use"

Physical display and printed reproduction only, as specified in Schedule A and Section 2. Digital reproduction of any kind is expressly excluded.

Grant of Rights

SECTION 1 – EXCLUSIVE GRANT

Licensor hereby grants to Licensee a perpetual, exclusive, worldwide, non-transferable, non-sublicensable license to display The Work in physical form at the Licensed Premises. Upon execution of this Agreement, Licensor will remove The Work from the collection and will not license it to any other party in any form.

SECTION 2 – SCOPE OF PERMITTED USE

The license granted herein covers the following physical display contexts:

✓ Interior display at unlimited size

✓ Exterior signage at Licensed Premises

✓ Printed collateral and brand materials

✓ All worldwide branded locations

Digital Exclusion: This license does not include and expressly prohibits any digital reproduction, display, or distribution of The Work — including but not limited to websites, social media, digital signage, screensavers, email, and any other screen-based format. No digital files of any kind are supplied under this Agreement.

SECTION 3 – PHYSICAL PRINT DELIVERY

Licensor will coordinate production of The Work through an approved fine art laboratory and deliver a finished physical print at the agreed dimensions and substrate. No digital files, scans, or electronic copies of The Work will be provided to Licensee at any time. All scan files and original negatives remain the sole property of Licensor.

SECTION 4 – COPYRIGHT RETENTION

This Agreement grants display rights only. All copyright, moral rights, and intellectual property in The Work remain exclusively with Licensor in perpetuity. Licensee acquires no ownership interest in The Work through this Agreement.

SECTION 5 – AI TRAINING PROHIBITION

Licensee shall not use The Work, or permit any third party to use The Work, as training data for any artificial intelligence, machine learning, or generative model system. This prohibition survives termination or expiration of this Agreement.

SECTION 6 – PAYMENT

License fee is as agreed in writing between the parties. Payment is structured as fifty percent (50%) due upon execution and fifty percent (50%) due upon delivery of the physical print. All fees are non-refundable once The Work has been removed from the collection.

SECTION 7 – GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of California. Any dispute shall be resolved by binding arbitration under JAMS Comprehensive Rules in San Francisco, California. The prevailing party shall be entitled to recover reasonable attorney's fees.

SECTION 8 – ENTIRE AGREEMENT

This Agreement, together with Schedule A, constitutes the entire agreement between the parties with respect to The Work and supersedes all prior representations, negotiations, or understandings. Modifications must be in writing and signed by both parties.

Signatures

LICENSOR

Signature

Printed Name — NickyFinn Photography

Date

LICENSEE

Signature

Printed Name & Title

Date

SCHEDULE A – IMAGE SPECIFICATION

Image Identifier:

Film Stock:

Print Dimensions:

Substrate:

Licensed Premises:

License Fee (USD):

\$

Certificate of Authenticity confirming exclusivity, image metadata, and acquisition date will be issued by NickyFinn Photography upon execution and full payment.