

ARIZONA CENTER *for* NATURE CONSERVATION



ARIZONA CENTER *for*
NATURE CONSERVATION
at South Mountain Park

PHOTOGRAPHY/VIDEOGRAPHY CONTENT RELEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between Arizona Center for Nature Conservation, an Arizona non-profit corporation, with principal offices at 455 N. Galvin Parkway, Phoenix, AZ 85008, hereinafter referred to as “ACNC” and _____, a _____, with a principal address of _____, hereinafter referred to as “PRODUCER” this ____ day of _____, 20 ____ (hereinafter the “Effective Date”). ACNC and PRODUCER may each be individually referred to as a “PARTY” or jointly referred to as the “PARTIES”.

RECITALS

WHEREAS ACNC permits PRODUCER access to facilities, property, guests, staff or animal collection to photograph and/or video record for the limited purposes stated herein, and

WHEREAS ACNC desires to receive copies of photographs and/or videos, hereinafter referred to as “CONTENT”, and

WHEREAS PRODUCER agrees to release in a non-exclusive form, unlimited rights for ACNC to use such images or videos in any and all formats desired, and

WHEREAS ACNC further agrees to allow PRODUCER to retain ownership of the images or videos for use in any personal and/or non-commercial form.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be bound thereby, the PARTIES agree as follows:

SECTION I

TERM OF AGREEMENT

- A. PARTIES agree that the term of this AGREEMENT is for one (1) year from the Effective Date and thereafter continues on a month-to-month basis on the same terms and conditions, unless terminated by either PARTY. The PARTIES agree this AGREEMENT may be renewed for a successive one (1) year term through mutual written agreement between the PARTIES.
- B. Either PARTY may terminate this AGREEMENT or any month-to-month extension thereof without cause or penalty upon thirty (30) days written notice specifying the date termination is effective. In the event of a material breach

of this Agreement by either PARTY, each PARTY reserves the right to terminate this Agreement immediately upon written notice (“Notice of Termination”).

- C. ACNC may terminate this AGREEMENT at any time without penalty by providing prior written notice due to a breach by the PRODUCER or any immediate concern of privacy or safety of guests, volunteers, staff or animal collection.
- D. PRODUCER agrees that all CONTENT created during the term is subject to the release requirements stated above for the entire duration of this AGREEMENT unless otherwise agreed to in writing by ACNC.

SECTION II

LIMITED PURPOSE, LIMITATIONS AND NON-DISCLOSURE

- A. PARTIES agree that the intended purpose of the CONTENT is for unlimited use by ACNC and personal/non-commercial use of PRODUCER.
- B. PRODUCER understands that no express or implied permission is granted under the terms of this AGREEMENT to enter into non-public areas of the facility unless previously arranged and escorted by an ACNC employee who has authority to do so.
- C. ACNC reserves the right to limit access of PRODUCER at any time.
- D. PRODUCER shall not reveal, duplicate, market or otherwise make available to persons not employed by ACNC any information, documents, data or materials provided by ACNC or produced by PRODUCER in fulfillment of this AGREEMENT, or in any manner whatsoever through his/her relationship with ACNC.
- E. PRODUCER shall not allow any other person, firm or corporation to copy, reproduce or disclose in whole or in part, in any manner, said information or materials, without prior written approval of ACNC

SECTION III

PHOTO / VIDEO CREDIT

- A. ACNC agrees to provide PRODUCER photo/video credit at the sole discretion of ACNC as circumstances permit.
- B. PRODUCER agrees to credit ACNC for access and/or disclose content location upon written request by ACNC, as is reasonable to do so. Such credit to not be unreasonably withheld.

SECTION IV

RELATIONSHIP OF PARTIES / COMPENSATION

- A. PRODUCER attests that photography/videography performed under the terms of this AGREEMENT is done so on a voluntary basis and is not subject to compensation in any form.
- B. PARTIES agree that should circumstances outside of this AGREEMENT warrant payment, such payment terms would be subject to a separate written AGREEMENT.

**SECTION V
GOVERNING LAW**

- A. This AGREEMENT shall be construed, governed and enforced under the laws of the State of Arizona, without regards to the internal law of Arizona regarding conflict of laws. The PARTIES mutually consent to submit to the jurisdiction of the State courts of Maricopa County, Arizona. The PARTIES shall bring any action or suit concerning the AGREEMENT or related matters only in the state courts in Maricopa County, Arizona. The PARTIES shall not raise, and do hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this Section. In the event an action or proceeding is brought by any PARTY against the other under this AGREEMENT, the prevailing party shall be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

**SECTION VI
ENTIRE AGREEMENT AND SEVERABILITY**

- B. PRODUCER acknowledges that he/she has read this AGREEMENT, understands its content and agrees to the terms and conditions.
- C. Nothing in this AGREEMENT is intended, or shall be deemed, to confer any rights upon any person who is not a PARTY to this AGREEMENT.
- D. The terms of this AGREEMENT can only be modified or amended by written agreement of the PARTIES.
- E. This AGREEMENT constitutes the entire AGREEMENT of the PARTIES and supersedes all prior or contemporaneous agreements, whether oral or written, between the PARTIES.
- F. If any paragraph, subparagraph, sentence, clause, phrase, or portion of this AGREEMENT is, for any reason, held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this AGREEMENT, provided that the substantial economic benefits of the AGREEMENT and the intent of the PARTIES is not frustrated thereby.
- G. All notices required under this AGREEMENT shall be delivered to the address stated above.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT, acknowledging their acceptance of the terms of this AGREEMENT in its entirety this _____ day of _____, 20____.

ARIZONA CENTER FOR NATURE CONSERVATION

PRODUCER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____