

Photography Usage Agreement

Grant of Authority

The undersigned Photographer agrees to the terms of the competition and understands that by submitting the Entry Images, the photographer expressly acknowledges and agrees that the Entry Images shall be considered a "work made for hire" as defined by the copyright laws of the United States. *Firefly Productions, LLC* shall be the sole and exclusive owner of all rights and title in and to the Entry Images. If for any reason the Entry Images are determined at any time not to be a "work made for hire," the Assigned Photographer agrees to irrevocably transfer and assign to *Firefly Productions, LLC* all right, title and interest therein, including all copyrights, as well as all renewals and extensions of the Entry Images. The Assigned Photographer also agrees to waive any moral rights in the Entry Images.

The Photographer also grants *Firefly Productions, LLC*, the Michigan Economic Development Corporation, and the Assigned CVBs the right to use and publish each Assigned Photographer's name and state of residence on the Internet, in print, and in any other media in connection with the Competition for editorial, advertising, and promotional purposes without payment of compensation or royalties unless prohibited by law. By entering the Competition, you as the Entrant agree to release and hold harmless *Firefly Productions, LLC*, its parents, affiliates, subsidiaries, and related companies, its advertising and promotional agencies, its members and any of the foregoing's directors, officers, employees, attorneys, agents, and representatives of the Michigan Economic Development Corporation and the Assigned CVB's from any and all liability for any injuries, loss, claim, action, demand, or damage of any kind arising from or in connection with the Competition or any prize won, any misuse or malfunction of any prize awarded, participation in any Competition related activity, or participation in the Competition.

Definition of Images

For purposes of this Agreement, Images shall mean all photographic material, including but not limited to high-resolution files, furnished by Photographer as entry in the Competition.

Warranties of Photographer

Photographer represents and warrants that: (A) Photographer is the sole and exclusive maker of the Images and has the right to provide such Images as provided herein; (B) The Images do not infringe copyright, trademark, right of privacy or publicity, and do not defame any third party; and (C) Photographer has the right to enter into this Agreement and perform Photographer's obligations hereunder.

Obligation of *Firefly Productions, LLC*, the Michigan Economic Development Corporation, and the participating Convention and Visitors Bureau- *Firefly Productions, LLC*, the Michigan Economic Development Corporation and the participating Convention and Visitors Bureau shall make every reasonable attempt to maintain the integrity of Images in reproduction.

This Agreement shall be governed by the laws of the State of Michigan, and shall be binding upon the parties hereto, their successors, and assigns.

Photographer

Date