

2018 Texas Burlesque Festival Photographer Credentials Agreement

OVERVIEW

The Texas Burlesque Festival (TXBF) may issue a limited number of photo credentials for TXBF Events. TXBF will select, in its sole discretion, the photographers it believes are best positioned to provide coverage of an Event. This Photo Credentials Agreement (Agreement) will, among other things, provide you (Photographer) with an understanding of the rights and restrictions associated with TXBF photo credentials.

CRITERIA FOR PHOTO CREDENTIALS

TXBF gives preference to photographers with “professional grade” equipment and significant experience shooting burlesque events.

TXBF also gives preference to photographers who are: a) affiliated with TXBF (i.e., staff event photographers); b) regarded as a highly qualified photographer within the burlesque community; c) affiliated with a burlesque troupe or performer competing in an Event; d) affiliated with a burlesque troupe or performer not competing, but participating in an Event; or e) not affiliated with any burlesque troupe or performer and interested in shooting for personal projects.

Please note: Due to the limited number of spaces, and in order to allow for new photographers to participate in the festival, we may ask returning photographers who have worked the festival for more than two consecutive years in a row to participate in a more limited manner (i.e. one night instead of all three). This gives us a chance to allow access to a broader spectrum of the community and gives new photographers a chance to participate.

If you are on assignment for a major media outlet (for example, wire services, networks, newspapers, cable, etc.) then you must request media credentials instead of photo credentials.

An acceptance or rejection e-mail will be sent shortly after you submit your request to TXBF. If TXBF grants you photo credentials, information about when and where to pick up your photo credentials badge with respect to the Event to which they pertain will be provided in each acceptance email.

Unless otherwise indicated by TXBF, photo credentials are given on an Event-by-Event basis. The issuance of photo credentials for one Event does not guarantee the renewal of those credentials for another Event.

CREDENTIAL USAGE

Photo credentials provide access to designated photography areas at the venue of an Event, subject to space and other limitations. **Dressing rooms, locker rooms, and backstage areas (including video and**

broadcasting stations, light, sound and technical support booths, etc.) are off-limits to all photographers. Your photo credential badge must be worn at all times during an Event, and you must follow the instructions of TXBF and its designated representatives. Neither this Agreement nor your photo credentials badge is transferable; you may not give, assign or loan your photo credentials badge to another person for any reason. Any misuse of the photo credentials badge will result in the loss of the photo credentials for the current Event and any future Events. Photo credentials do not assure free admission to an Event. TXBF may restrict the use of any equipment (lights, tripods, etc.) in its sole discretion.

PROPRIETARY RIGHTS AND RESTRICTIONS

You may not use, distribute, exhibit, reproduce, adapt, display, or publish any audio or visual accounts of an Event, **other than in the manner described below.** Nothing in this Agreement authorizes or allows you to violate any trademark, copyright, or other proprietary right of TXBF, the venue, or the performers.

REAL-TIME EVENT COVERAGE RESTRICTIONS

TXBF has exclusive broadcast rights to TXBF events and works closely with its official partners. Your photo credentials badge gives you the right to take still photos only. It does NOT give you the right to record video or audio on your camera or any other device. “Real-time” is defined as “live and continuous description of an event.” The “real-time” transmission of streaming video, digital images, text-casting, and/or real-time audio (including “play by play” and commentary) of any Event by anyone other than TXBF or the TXBF Official Broadcaster is prohibited. TXBF grants you, as a bearer of valid photo credentials for an Event, the right to distribute photographs of the Event if they are time-delayed, i.e. released at least forty-five (45) minutes after the occurrence of the circumstances depicted in the photograph.

EVENT PHOTOS

If you have been issued TXBF Event photo credentials, you have a limited, non-exclusive, and non-transferable license to take and use photographs of the Event to which the credentials pertain as long as such use does not directly or indirectly constitute or imply an endorsement or sponsorship relationship between a third party and TXBF, the venue, or the performers.

You also agree that any commercial sale of your images from an Event will require separate model releases from any identifiable person in the image. You are responsible for obtaining the proper releases, and you shall be solely liable for, and indemnify TXBF from and against, any liability resulting from your failure to do so.

You must provide TXBF a minimum of five (5) digital, high-resolution (300dpi), logo free images in jpg format for each performer photographed for each night of the festival that you work. Images must be

provided no later than ten (10) business days following the last day of the festival. TXBF or its legal representative will provide the method for submitting the images after the festival.

You also grant TXBF, its heirs, legal representatives and assigns a non-exclusive, non-transferable, irrevocable and unrestricted right and permission to use, re-use, publish, and re-publish your photographs in whole or in part, in composite or distorted in character or form, without restriction as to changes or alterations, made through any medium in print or electronic media now or hereafter known for illustration, promotion, advertising, trade, or any other purpose both nationally, and internationally, in perpetuity.

You agree not to post photographs that are not in the spirit of TXBF or its values. This includes, but is not limited to, posting images to websites that rely heavily on gratuitous sexual content, violence, obscenity, and/or websites that advocate illegal behavior.

You agree not to publish images of performers in their final “reveal” costumes, i.e., wearing only pasties and thong, without the prior written consent of that performer and TXBF.

You will make every effort to avoid obstructing the view or impacting the safety of any fan, performer, staff member, or other attendee at or participant in the Event.

The timing, location, access and all other activities involving your ability to shoot from inside the venue is entirely at the discretion of TXBF. You agree that your photo credentials do not guarantee a shooting position. Due to space constraints, you may be assigned to specific or alternate locations. A TXBF liaison will provide you with the location assignments and restrictions specific to an Event and its venue. If asked by security or Event officials to vacate any designated area, you will do so promptly in a courteous and orderly manner.

ASSUMPTION OF RISK AND RELEASE

You assume all risk and danger incidental to an Event, as well as any risk or danger, known or unknown, while on the grounds of the venue of an Event, and you hereby release TXBF, its employees, members, directors, officers, sanctioned venues, sponsors, participating performers, volunteers, assigns, representatives and all agents thereof (collectively, TXBF Indemnitees) from any and all liabilities resulting from personal injuries or loss of or damage to property, whether caused by you or occurring to you before, during or after an Event, or while otherwise at an Event venue or any associated TXBF events.

INDEMNIFICATION

You shall indemnify, defend and hold harmless each and every TXBF Indemnitee from and against personal injuries and loss of or damage to property caused by you or contributed to by you, whether accidentally or intentionally, before, during or after an Event, or while otherwise at an Event venue or any associated TXBF events. You shall further indemnify, defend and hold harmless every TXBF

Indemnitee from and against any and all claims, actions, damages, liabilities, costs, or expenses (including reasonable attorneys' fees and costs of suit/arbitration) arising out of or in connection with any act or omission by you, including, without limitation, your breach of any term of this Agreement. With respect to any claim that might or does give rise to your liability as an indemnitor pursuant to this Agreement, TXBF will (a) have the right, but not the obligation, to fully participate in the litigation of such claim with counsel selected by you or your organization, and approved by TXBF, at no expense to TXBF; and (b) not be obligated, without TXBF's prior consent, to participate in any settlement of such claims.

USE OF IMAGE / LIKENESS

In the event that your name or likeness is included in any broadcast, telecast, photograph, film, video, or other media taken in connection with the Events, you grant TXBF a non-exclusive, transferable, perpetual right and royalty-free license to use (and to sub-license the use of) your name and likeness in any media worldwide, whether now known or hereafter devised.

AGREEMENT

You must agree to these terms upon submission of your request for photo credentials for the Texas Burlesque Festival Events. Submission of your request and/or acceptance and use of the photo credentials badge constitutes your agreement to abide by the terms and conditions contained herein. Failure to abide by the terms and conditions will result in loss of your photo credentials for the current Event and future TXBF events.

SIGNATURE

You hereby warrant and agree that: you are at least 18 years of age; have the right to contract in your own name; have read this Agreement prior to its execution, and are fully familiar with the contents thereof. You further agree that this Agreement: shall be binding upon you, your heirs, legal representatives, and lawful assigns; supersedes all prior or existing agreements, whether written or oral, between you and TXBF; and shall be governed by the laws of the State of Texas.

If you agree to be bound by the terms and conditions of this Agreement, please sign, date and return a copy hereof. Your photo credentials are conditioned upon and will be issued only in consideration of your acceptance and execution of this Agreement. This Agreement shall be deemed to remain in full force and effect with respect to each and every Event for which you are granted photo credentials, even if, as to future Events, such credentials are issued without your submission of a separate application for any such Event or your execution of another copy of this Agreement in connection therewith.

TEXAS BURLESQUE FESTIVAL

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO
THIS _____ DAY OF _____, 20__:

Name (Print): _____