

MACKLAM FELDMAN

m a n a g e m e n t

DIANA KRALL PHOTOGRAPHER RELEASE

Photographer: _____
Address: _____
Email Address: _____
Telephone: _____
Publication/Outlet: _____
Shoot Location: _____
Shoot Date: _____

In consideration of permission to photograph **Diana Krall** at the Shoot Location indicated above, it is agreed and understood by Photographer that:

- 1) Photographer shall abide by the terms, conditions and rules that will be outlined by Diana Krall's tour staff on day of event.
- 2) Diana Krall acknowledges and agrees that Photographer shall be deemed to be the "author" of and own the copyright in and to the photographs taken by Photographer (the "Photos"). Photographer shall have the right to publish such Photos in the above-mentioned Publication and/or use such Photos on Photographer's own website(s) in a non-commercial manner for self-promotion. Photographer **shall not have the right to syndicate any of the Photos to any other publication or stock house**, nor use such Photos in any other manner, commercial or otherwise, except for promotional use as outlined above.
- 3) Photographer hereby **grants Diana Krall and her assigns, the unlimited right and license to use, display or otherwise exploit the Photos in and in connection with any non-commercial use in any format and media** (e.g., website(s) and social media, editorials, promotional material), throughout the world. Diana Krall, her successors, assigns and licensees **shall not have the right to use, the Photos in a commercial manner** without Photographer's prior consent and subject to good faith negotiations, not to be unreasonably withheld or delayed.
- 4) Within a reasonable time following the date of the engagement, Photographer shall either (a) provide Diana Krall with a URL where the Photos can be viewed, or (b) email the Photos to: **photos@mfmgt.com**.

AGREED AND ACCEPTED:

Printed Name: _____

Date Signed: _____