

Assignment of All Rights to Photograph

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General Information

Assignment of All Rights to Photograph

This Assignment of All Rights to Photograph is between the owner of the photograph and a purchaser who agrees to purchase all rights in the subject photograph. This agreement sets out the details regarding the assignment including the transfer of all rights to any copyrights and that all existing copies, including negatives and digital photographs, will become the property of the purchaser. The owner also represents that he is the creator and sole owner of the photographs the purchaser is acquiring.

It is imperative that this type of transaction be clearly set out in writing. A written Assignment of All Rights to Photograph will be helpful if there are disagreements or miscommunication between the parties regarding the ownership of the photograph.

Instructions and Checklist

Assignment of All Rights to Photograph

- Both parties must read the assignment carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Both the owner of the photograph and the purchaser must sign the assignment.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

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ASSIGNMENT OF ALL RIGHTS TO PHOTOGRAPH

This Assignment of All Rights to Photograph (the “Agreement”) is made and effective [DATE].

BETWEEN:

[COMPANY NAME] (the “Photograph Owner”), a corporation organized and existing under the laws of [STATE], with its Head Office located at [COMPLETE OFFICE ADDRESS]

AND

[PURCHASER NAME] (the “Purchaser”), a corporation organized and existing under the laws of [STATE], with its Head Office located at [COMPLETE ADDRESS].

For good and valuable consideration received and paid in hand, the receipt and sufficiency of which is hereby acknowledged, the Photograph Owner hereby agrees as follows:

1. All right, title and interest in and to the Photograph(s) taken by me, which are described in Exhibit ”A” attached hereto (“Photographs”) are hereby transferred, conveyed, bargained and assigned to Purchasers. The rights that are transferred and assigned hereunder shall include all of the exclusive rights granted to the owner of a copyright under the [COUNTRY] Copyright Laws, copyright laws of any or all countries and jurisdiction throughout the world, and all international conventions and treaties relative to copyright protection.
2. Upon execution thereof, I am transferring and delivering to the Purchaser all existing developed copies, digital copies and negative copies of the Photographs and represent and warrant that I have retained no such copies in my possession.
3. I represent and warrant that I am the creator of such Photographs and the sole owner thereof and that no other party has any right in and to the Photographs. I agree to execute any further document and take any further reasonable action requested by the Purchaser to convey all rights in and to the Photographs and to assist the purchaser in registering for a copyright in and to such Photographs.
4. I represent and warrant that the Photographs have not been published as the term “published” is defined in the [COUNTRY] Copyright Act.

IN WITNESS WHEREOF, the parties have executed the agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms thereof.

PHOTOGRAPH OWNER

PURCHASER

Authorized signature

Authorized signature