

PHOTO RELEASE

This Photo Release (the “*Agreement*”) is made effective as of _____, 2018, by and between the South Carolina Asphalt Pavement Association, Inc., a South Carolina non-profit corporation (“*SCAPA*”), and _____ (“*Licensor*”).

RECITALS:

WHEREAS, subject to the terms and conditions as described herein, SCAPA desires to obtain, and Licensor is willing to grant, a license for rights to use any and all photographs and other images furnished by Licensor to SCAPA, in whatever format (collectively, the “*Materials*”), for marketing, advertising, publicity, business trade or art purposes, or for any other legal purpose, in any and all media outlets (e.g., TV, radio, newspaper, Internet, social media, etc.).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the the parties hereby agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to SCAPA and all others acting with its permission (collectively, the “*Licensee*”) an unlimited, perpetual, irrevocable, paid in full, royalty-free, univerville-wide license to use the Materials for marketing, advertising, business trade or art purposes, for for any other legal purpose of SCAPA, in and through any and all medial outlets, including, without limitation, TV, radio, newspaper, Internet, and social media. Any use or distribution of the Materials shall attribute credit to Licensor as the source of the Materials.

2. Indemnity. Licensor shall indemnify and hold harmless, Licensee and its respective affiliates, subsidiaries, representatives, employees, directors, officers and agents (collectively, the “*Indemnified Parties*”) from and against any third party loss, liability, claim, damage, expenses (including reasonable attorneys’ fees) incurred by any Indemnified Party as a result of a third-party claim arising, directly or indirectly, from or in connection with the Materials infringing the intellectual property rights of any third party.

3. Limitation of Liability. WITH THE EXCEPTION OF THE INDEMNITY OBLIGATION SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ONE PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

4. Miscellaneous. The above-stated recitals are true and correct and incorporated herein. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed by facsimile or electronic mail. No amendment of any provision of this Agreement shall be valid unless the amendment is in writing and signed

by both parties. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party. No waiver by either party of any breach of this Agreement shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence.

**Remainder of page intentionally left blank.
Signature pages to follow.**

The parties have caused this Agreement to be effective as of the Effective Date. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SOUTH CAROLINA ASPHALT PAVEMENT
ASSOCIATION**

By: _____
Name: _____
Title: _____

LICENSOR:

By: _____
Name: _____
Title: _____