



PHOTOGRAPHIC AGREEMENT 2018-19

From: The Basketball League Ltd, Unit E3, Leicester Business Centre, 111 Ross Walk, Leicester LE4 5HH ("the Company")

To: "Photographer" _____

(Insert Photographer name, Agency (if applicable) & address)

Date: _____
(Insert today's date)

Re: 2018-19 Basketball League Season

DEFINITIONS

In this agreement ("Agreement") the following words shall have the following meanings:

"Company" meaning The Basketball League Ltd, Unit E3, Leicester Business Centre, 111 Ross Walk, Leicester LE4 5HH

"Club(s)" meaning any or all of the member clubs of The Basketball League Ltd.

"Match or Matches" matches played under the jurisdiction of the Company

"News Item(s)" shall mean inclusion of the Photographs in magazines, websites and/or newspapers in association with appropriate editorial in respect of the Matches or Competitions of which they form part.

"Photograph(s)" means a single still visual image (or information or material capable of being converted into such) captured in physical form (including 'negative'), digital form or other form of electronic storage of whatever nature, whether transient or otherwise, or in any other form whether now existing or hereafter invented, (but excluding any moving image or images and/or digital sequencing in the form of moving images of whatever nature) captured by the Photographer using photographic equipment while present at an Arena.

"Venue" means the venue owned, occupied or utilized by the Company or its Clubs for any Match.

AGREEMENT

In return for access to the Venues of the Matches for the purpose of taking Photographs for the 2018-19 season the Photographer agrees that:

1. They may only use the Photographs for News Items. The Photographer will not permit the Photographs to be used as an endorsement of any product or service, or for other exploitation including sale to the public or merchandising purposes.
2. They shall abide by all reasonable instructions issued on behalf of the Company or Club(s) and will comply with all regulations governing entry to the Venue.
3. The Photographer warrants, undertakes and agrees that it has effected adequate public liability insurance cover with a reputable insurer to the extent of not less than £1,000,000 per claim or series of claims and shall maintain such cover for the duration of this Agreement. The Photographer shall produce documentary evidence of such cover upon demand.

Furthermore the Photographer shall indemnify and hold harmless the Company and Clubs from and against all direct loss, damages, costs and expenses it may suffer arising out of any breach of the terms of this Agreement by the Photographer.

4. The Photographer may not assign or sub-licence any of its rights or obligations hereunder.
5. The Company may terminate this Agreement and withdraw the permission granted herein forthwith at any time, at its discretion and without explanation.
6. This Agreement shall be governed by and construed in accordance with the laws of England & Wales. The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed on behalf of the Company
by a duly authorised officer
(To be signed by BBL on approval of application)

Signed for and on behalf of the
Photographer by a duly authorised officer
(Photographer or his/her agent to sign)