

NYCxDESIGN 2019 Image Library

General Consent and Release Contributed Images and Personal Character

As a Contributor of photographic material (hereinafter “Contributed Images”) to the NYCxDESIGN 2019 Image Library, you are provided with the opportunity to extend your publicity reach by participating in the NYCxDESIGN 2019 promotional campaign and other NYCEDC marketing purposes. Contribute today by completing and signing the form below and returning it to NYCEDC with the images sent to the following email address: nycxdesign@edc.nyc. Images may be sent to this address with a link to the files on Dropbox or Wetransfer.

Contributed Image requirements:

- Contributor must own the image (Images without proper ownership/license(s) will not be accepted)
- Image must not contain any third party intellectual property
- Images that include depictions of identifiable persons must include a signed License of Personal Character of any identifiable persons depicted that appears below
- Images must be recent (not more than two years old)
- Images must be in digital and at least 300 dpi resolution at large format print size: 30”x 30”—in jpg, tiff, psd, or png format
- Images submitted to the library must be accompanied by this completed and signed release form

If you have specific questions or concerns about the NYCxDESIGN 2019 campaign, please contact nycxdesign@edc.nyc.

Organization Name:

Address: _____ **City:** _____ **State:** _____
Zip: _____

Contact name: _____

Contact e-mail: _____

Contact phone: _____

Contact fax: _____

Description of Image(s):

Photographer Credit:

Ownership of Image(s) (please check the appropriate space):*

_____ **Work for Hire**

_____ **Licensed**

****If Work for Hire or Licensed, please attach the Agreement that provides ownership rights.***

License of Contributed Images

I hereby grant a non-exclusive, worldwide, royalty-free, paid-up right and license to New York City Economic Development Corporation and its designees, licensees, vendors, successors and assigns ("NYCEDC") to reproduce, exhibit and otherwise use or authorize the use of the Contributed Images and any portion thereof at any time and to distribute the same by any medium, for any purpose permitted under the Articles of Incorporation and Bylaws of NYCEDC, including but not limited to, the NYCxDesign 2019 campaign and the general promotion of NYCEDC and New York City. Contributor represents and warrants that (i) the Contributed Image(s) does not violate any applicable laws or regulations, including without limitation any third party copyright, trademark or other intellectual property right; (ii) the Contributed Images will not compromise the security of NYCEDC's computer systems and servers and do not contain any harmful, invasive or destructive programs such as spyware, viruses, worms or Trojan horses; (iii) Contributor is the sole and exclusive owner of all right, title and interest in and to the Contributed Images and there is no contract, option or any other right of any person, now or at any time in the future, that may prohibit Contributor from granting this license to NYCEDC; and (iv) Contributor has obtained all necessary permissions and releases for the use of any names, trademarks, logos, uniforms, design, works of art or images of any person depicted in the Contributed Images. I understand that NYCEDC will be the sole owner of its programming, promotional materials, other display and/or derivative works that includes the Contributed Images and that NYCEDC may register copyright in that intellectual property. I understand that NYCEDC will not compensate me for the right to use my Contributed Images. Contributor hereby releases and discharges NYCEDC, and its respective designees, licensees, vendors, officers, directors, employees, from any and all claims, demands, liabilities or expenses that Contributor may now or hereafter have or incur by reason of the exhibition, distribution or use of the Contributed Image. Contributor agrees to defend, indemnify and hold NYCEDC and the City of New York and their respective designees, licensees, vendors, officers and employees harmless from any and all damages, claims, liabilities, losses, suits, damage costs, or expenses arising out of or relating to (i) a breach by Contributor of a warranty, representation, covenant or agreement made herein; (ii) infringement of the rights or property of a third party; or (iii) the acts or omission of the Contributor. This license grant shall be governed and construed in accordance with the laws of the State of New York, irrespective of conflict of laws principles, and Contributor agrees that any and all claims asserted by or against NYCEDC arising under this Agreement or related thereto shall be heard and determined in a federal or state court located in the City and County of New York.

License of Personal Character

I hereby irrevocably consent for New York City Economic Development Corporation ("NYCEDC") and any of its affiliated entities, assignees, successors, sub-licensees and contractors (collectively "Designees") to use in any way conceivable, perpetually and worldwide, my name, voice, speech, portrait, picture and/or portrayal, actions, performance, biographical materials, and likeness (all of this to be called my "Personal Character"), in NYCEDC's programming, promotional materials and/or other display, including but not limited to, for purposes in connection with the NYCxDESIGN 2019 campaign and the general promotion of NYCEDC and New York City, in any type of media now known or yet to be invented. I understand that NYCEDC will be the sole owner of its programming, promotional materials, other display and/or derivative works that includes my Personal Character and that NYCEDC may register copyright in that intellectual property. I understand that NYCEDC will not compensate me for the right to use my Personal Character. I do not have to obtain the permission of, nor make any payments to, anyone else in order to give NYCEDC the right to use my Personal Character. If I

actually do need to obtain permission, or make any such payments, I will. I agree to release, indemnify and hold harmless NYCEDC, its Designees and the City of New York from and against any losses, expenses and liabilities arising out of this General Consent and Release.

I promise not to sue NYCEDC, its Designees or the City of New York to prevent NYCEDC or its Designees from using my Contributed Images and/or Personal Character. If I have a genuine claim against NYCEDC, its Designees or the City of New York regarding this General Consent and Release, I will only ask for monetary damages.

This General Consent and Release constitutes our entire understanding and agreement with respect to the subject matter detailed above and cannot be amended except in a writing signed by both me and NYCEDC. This General Consent and Release is governed by the laws of the State of New York without regard to conflict of laws principles.

Acknowledged and Agreed

_____ (Contributor)
Name (please print)

Signature

Date

CONSENT OF PARENT OR GUARDIAN (if under 18)

I have read the foregoing General Consent and Release and hereby consent to its execution and I will not revoke my consent.

Parent or Guardian Name (please print)

Signature

Date