

# Carnivore Preservation Trust

## Photographer/Artist Release And Assignment Of Ownership Rights

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_ by and between the Photographer/Artist ("Artist") named below and the Carnivore Preservation Trust ("CPT") whose address is 1940 Hanks Chapel Road, Pittsboro, NC 27312.

The parties hereto, intending to become legally bound hereby, agree as follows.

1. CPT has either requested the Artist to take photographs or to create other renditions of certain animals located on the premises of CPT aforesaid (the "CPT Animals"), or the Artist has requested permission to do so from CPT. CPT has made its request of the Artist or granted said request of the Artist on the condition that it be subject to the terms and conditions of this Agreement.

2. The parties agree that CPT shall, without the payment of additional compensation by CPT, be the sole and exclusive owner and copyright proprietor of all photographs, negatives, images and likenesses of the CPT Animals created by the Artist, including all copies thereof, together with any work product of any type or nature resulting from work performed by the Artist on the premises of CPT (collectively the "Work Product"), regardless of the resources or ownership of resources used by the Artist in creating or making the Work Product. The Artist agrees that the Work Product shall be considered a "work made for hire" and that CPT shall be deemed the author thereof; provided, however, that to the extent such Work Product is determined not to constitute "work made for hire" as a matter of law, Artist hereby irrevocably assigns and transfers to CPT all rights in and to such Work Product. Upon request and without the payment of additional compensation, Artist will execute such additional documentation as may be necessary to vest in CPT complete title and ownership to all Work Product and will, and the request and at the expense of CPT, execute any and all instruments necessary to obtain legal protection in the United States and foreign countries for all Work Product and for the purpose of vesting title thereto in CPT or its nominee.

3. Artist warrants that he/she will disclose the participation of any other person in any of Artist's work for CPT. Absent such disclosure, Artist warrants that all Work Product will be the Artist's own, and that no other person shall have any right, title or interest in any Work Product.

4. Nothing herein shall be construed as prohibiting CPT from pursuing all remedies available to it for breach of this Agreement. More specifically, Artist recognizes and agrees that, because of the unique nature of the Work Product, Artist's breach of this Agreement will irreparably injure CPT for which it could not adequately be compensated by remedies at law. Should the Artist breach or threaten to breach this Agreement, CPT shall be entitled to an injunction restraining such activity, and Artist hereby consents to the issuance of such injunction. Artist further hereby agrees to waive any bond requirement that may arise if CPT is forced to seek injunctive relief to enforce the terms of this Agreement. The foregoing shall be in addition to the right of CPT to seek recovery of profits, compensation, remuneration, royalties, commissions or other benefits which Artist shall realize relating to, growing out of, or in connection with any such violation of this Agreement.

5. Artist has read and carefully considered the terms and conditions of this Agreement, has had the opportunity to seek and obtain independent legal counsel and has either obtained such counsel or waived it, and now agrees that the terms hereof are fair and reasonable and necessary for the protection of CPT.

6. Artist, in performing services hereunder, is acting as an independent contractor and is not an employee of CPT

7. If any provision of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered. The invalid or unenforceable provision shall be reformed so that each party shall have the obligation to perform reasonably alternatively to give the other party the benefit of its bargain. In the event the invalid or unenforceable provision can not be reformed, the other provisions or applications of this Agreement shall remain in full force and effect.

8. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors, heirs, personal representatives, and permitted assigns of the parties. No assignment, delegation or other conveyance of this Agreement or of any rights or obligations hereunder may be made by the Artist (by operation of law or otherwise) without the prior written consent of CPT

9. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by both of the parties. Any condition to a party's obligations hereunder may be waived in writing by such party to the extent permitted by law.

10. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

11. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement is governed by and construed and enforced in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered under seal by each of the parties hereto on the date first above written.

**ARTIST:**

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (Print name)