



Photograph Submission Agreement

By submitting an image (the "Images") for use by the Henderson County Tourism Development Authority (HCTDA), I hereby grant the HCTDA and its employees, representatives, agents, successors, assigns, subsidiaries, affiliates, and related entities the right and permission to use, publish, reproduce, exhibit, display, distribute, or edit the Images, or any portion thereof, in all forms and media including composite or modified representations, for any lawful purpose the HCTDA, and those acting pursuant to their authority, deem appropriate in their sole discretion, including but not limited to in advertising or any other commercial purpose, brochures, newspapers, videos, billboards, social media, magazines, television, and websites, throughout the world in perpetuity

I represent that I have full ownership interest in the Images to grant this right and permission to the HCTDA. I agree to defend, indemnify and hold harmless the HCTDA and its respective directors, contractors, officers and employees from and against all claims, actions, suits, decrees, judgments, losses, levies, assessments, liabilities, or damages arising under or by reason of this Agreement, and any costs or expenses (including reasonable attorney's fees and court costs) incurred by HCTDA to defend or settle any such claims, suits, actions, liabilities, judgments, or decrees which result from or are related to any intellectual property rights in the Images or my breach of this Agreement.

I further agree that I have no right to any profits, revenues, or other compensation received by or created as a result of the use of the Images by the HCTDA. I hereby waive any right I may have to inspect or approve, prior to its publication, reproduction, distribution, exhibition, display, or use, of the HCTDA of the Images.

I hereby release, discharge, and agree to hold harmless the HCTDA and its employees, representatives, agents, successors, assigns, subsidiaries, affiliates, and related entities with respect to any and all claims, demands, or causes of action that I have or may have arising from or related to the Images, including any liability by virtue of any alteration, blurring, distortion, or use in composite form, whether intentional or unintentional, that may occur or be produced in the capturing, development, production, publication, use, distribution, display, exhibiting, or editing of the Images.

I understand and agree that the HCTDA is under no obligation to make any use of the Images or the rights granted herein. This Agreement shall be binding upon me and my successors, heirs, assigns, executors, administrators, spouses, and next of kin.

I have read and fully understand the terms of this Agreement.

Photo Owner's Name: _____

Signature: _____ Date: _____

****Please download this PDF in order to electronically sign this document or print and send to
Melanie Black, Manager of Communications at MBlack@HendersonCountyNC.gov**

Give a brief description of each photograph:

Image 1: _____

Image 2: _____

Image 3: _____

Image 4: _____

Image 5: _____

*Please note that at this time, only 1 photo will be used on the Visit Hendersonville website,
but additional photos may be used in other ways and locations.*