

## **AGREEMENT**

This agreement is made between and among the Grand National & World Championship Morgan Horse Show® (“Show”) as represented by the current Show Chair on behalf of the Show Committee, and

\_\_\_\_\_ (“Publication”), and  
\_\_\_\_\_ (“Photojournalist”),

for a term beginning (the first move-in day) on the \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_ and ending the 31<sup>st</sup> December of the same year (“the Term”).

The Show permits the Photojournalist, on behalf of the Publication, to take photographs and/or videos during the Show under the following conditions:

- a) Photojournalist and Publication acknowledge and agree that the Show has granted the official Show photographer and videographer exclusive right to take photographs and videos of horses and exhibitors in every class, exhibition or sanctioned event during the Show for reproduction and sale. The Photojournalist or Publication will not interfere with that right;
- b) The Photojournalist and Publication are prohibited from taking over-the-rail photographs or videos for the purpose of posting on social media;
- c) The Photojournalist and Publication further agree that photographs or videos taken during any class, exhibition or sanctioned event at the Show will be taken without any strobe or flash, without the protrusion of any lens or other equipment over the ring rail, and otherwise in a manner that does not jeopardize the safety or enjoyment of horses, riders, officials or spectators at the Show;
- d) While at the Show or on the Show grounds the Photojournalist or Publication will not solicit private photo or video shoots, regardless of where the shoot is to take place;
- e) The Photojournalist and Publication will not sell or offer for sale during the Term, any photograph or video taken at the Show. For clarity, the Photojournalist and Publication are free to sell or offer such photographs or videos for sale after the Term expires;
- f) Any Photojournalist not employed by the Publication is prohibited from selling or offering for sale Show photographs or videos during the Term of this Agreement;
- g) The Photojournalist and Publication are permitted to provide photographs or videos, upon request, for promotional purposes if they are provided free of charge during the Term;
- h) If required, the Photojournalist or Publication will wear badges provided by the Show to identify their official status at the Show.

Without waiver of any legal or equitable remedy otherwise available to the Show, any breach of this Agreement by the Photojournalist or Publication will cause this Agreement, without further action, to be terminated immediately

and entirely. Both the Photojournalist and Publication will forfeit the ability to take further photographs or videos during the Show or to enter into an agreement with the Show with respect to any future Shows.

IN WITNESS WHEREOF, the Show, the Photojournalist and the Publication signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement.

For the Grand National & World Championship Morgan Horse Show®, the Show Chair

NAME (print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

For the Publication:

NAME OF PUBLICATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TITLE \_\_\_\_\_

NAME (print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

For the Photojournalist:

NAME OF PHOTOJOURNALIST \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_