

EXHIBIT A

FREELANCE PHOTOGRAPHY ASSIGNMENT SHEET

Date: _____ Time: _____ Rate: _____

Photographer: _____ Client: _____

Primary Contact: _____ Telephone: _____

Assignment: _____

Media: [] RAW Capture _____ [] Film [] Other: _____

Location 1: _____

Location 2: _____

Location 3: _____

Copyright:

Copyright to all the Media shall be held by Photographer with the following restrictions: (A) Photographer grants Xavier University (“Xavier”) an exclusive, irrevocable, and unlimited right to use, re-use, alter, sell, distribute, publish, re-publish, license, assign, and create derivative works of the Media except that Photographer shall retain the right to use, re-use, alter, distribute, publish, and re-publish the Media for personal and non-commercial purposes and the right to use, re-use, alter, sell, distribute, publish, re-publish, license, and assign the Media for editorial purposes (any other commercial purpose requires prior written approval from Xavier, which may deny approval with or without reasonable cause); (B) Photographer shall not use, re-use, alter, sell, distribute, publish, re-publish, license, assign, or create derivative works of the Media in contravention of Xavier’s exclusive rights except as otherwise provided for herein; and (C) Photographer agrees that at no time will Xavier’s name, nicknames, trademarks, service marks, logos, symbols, buildings, or unit names be used in commercials, advertisements, or any other publication or broadcast without Xavier’s prior written approval. Photographer is responsible for obtaining releases prior to any use of the name and likeness of any University students, employees, guests, visitors, and the like for any non-University use.

Special Instructions and/or Exceptions to Copyright:

Obtain releases (“XU Photo Release”) for all identifiable persons depicted.
