

**MISS KANSAS ORGANIZATION
2020 COPYRIGHT ASSIGNMENT AGREEMENT
Individual Photographer**

Please Note: Candidate photos will not be used in any format until this agreement is received signed.

Please submit by March 28 to mkoforms@gmail.com

COPYRIGHT ASSIGNMENT AGREEMENT made by and between _____

Name of Photographer

a _____ citizen residing at _____

("Photographer") and the Miss Kansas Organization, a Kansas, not-for-profit corporation
Located and doing business in Kansas.

WHEREAS, Photographer has been commissioned by _____

Print Candidate/Contestant Name

to take photographs of her in connection with her participation as a candidate in the Miss Kansas Competition or a contestant in the Miss Kansas' Outstanding Teen Competition (the "Competition"); and

WHEREAS, pursuant to an agreement between the candidate/contestant and the Miss Kansas Competition candidates/contestants have waived all rights in and to the use of their names and likenesses in connection with the Competition and any commercial activity emanating therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Photographer hereby assigns to Miss Kansas Organization all right, title and interest worldwide in and to the photographs of the Competition candidate/contestant, including the copyright as a co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, Miss Kansas Organization shall have all rights of ownership in and to the photographs, including but not limited to the right to reproduce, display and distribute them in any medium at Miss Kansas Organization's sole discretion, and to incorporate them into any other work or to make derivative works from them. Photographer acknowledges that the photographs may be incorporated into commercial works or merchandise, publicity materials, posters, brochures or other materials or uses which Miss Kansas in its sole discretion shall deem appropriate. Photographer agrees that Miss Kansas Organization does not require the consent of the Photographer to make any such use.

2. Photographer shall not assert any claim of moral rights (droit moral) in connection with the photographs. Notwithstanding the forgoing, Miss Kansas Organization shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of Miss Kansas Organization to credit Photographer shall not be a violation of this Agreement.

3. This Agreement shall be binding, valid and enforceable against, and the benefits thereof shall inure to the parties' successors, licensees, assigns, and parties in privity with them.

4. This Agreement shall be construed under Kansas law and jurisdiction shall be in Kansas courts.

Date: _____

Photographer

Date: February 1, 2020

The Miss Kansas Organization

Name:

Stephanie J. Harris
Name:

Title:

Executive Director
Title:

Signature of the Miss Kansas Organization:



Signature of Photographer: