

# Miss Oklahoma

SCHOLARSHIP PAGEANT, INC.

## CONTRACT ATTACHMENT 2013 COPYRIGHT ASSIGNMENT AGREEMENT Photography Corporation

**Please Note:** Contestant photos will not be used in any format until this agreement is received signed and notarized in the State Office.

**COPYRIGHT ASSIGNMENT AGREEMENT** made by and between \_\_\_\_\_

\_\_\_\_\_ Name of Photographer  
a \_\_\_\_\_ citizen residing at \_\_\_\_\_

\_\_\_\_\_ (“Photographer”) and the Miss Oklahoma Scholarship Pageant, Inc. located and doing business at 3211 South Lakewood, Tulsa, OK 74135-4934 (“Miss Oklahoma”) and the Miss America Organization, a New Jersey not-for-profit corporation located and doing business at 222 New Road, Suite 700, Linwood, New Jersey, 08221 (“Miss America”).

**WHEREAS**, Photographer has been commissioned by \_\_\_\_\_

\_\_\_\_\_ Print Contestant Name

to take photographs of her in connection with her participation as a contestant in The Miss Oklahoma Scholarship Competition and/or The Miss America Competition (the “Competition”) and

**WHEREAS**, pursuant to an agreement between the contestant and the Miss America, Competition 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 Oklahoma/Miss America all right, title and interest worldwide in and to the photographs of the Competition contestant, including the copyright as a co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, Miss Oklahoma and/or Miss America 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 Oklahoma and/or Miss America’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 Oklahoma/Miss America in its sole discretion shall deem appropriate. Photographer agrees that Miss Oklahoma/Miss America 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 Oklahoma and/or Miss America shall, if possible, provide bylines or give credit to the Photographer when use of the photographs is made. However, the failure of Miss Oklahoma and/or Miss America 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.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Photographer

The Miss Oklahoma Scholarship Pageant

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Signature: \_\_\_\_\_

**STATE OF:**                    )

**COUNTY OF :**                ) **SS.**

)

**Must be Notarized Below:**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
before me, the subscriber personally appeared \_\_\_\_\_ who,  
I am satisfied is the Photographer named in and who executed the within instrument, and  
thereupon he acknowledged that he signed, sealed and delivered same as his act and deed,  
for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

Photographer: Please list how you wish credit to read: \_\_\_\_\_

\_\_\_\_\_