



Administration Forms

**MISS AMERICA ORGANIZATION  
2020 COPYRIGHT ASSIGNMENT AGREEMENT**

**Individual Photographer**

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

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

\_\_\_\_\_  
Name of Photographer

a \_\_\_\_\_ citizen residing at \_\_\_\_\_

\_\_\_\_\_  
("Photographer") and the Miss America Organization, a New Jersey, not-for-profit corporation  
Located and doing business in Atlantic City, New Jersey ("Miss America").

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

\_\_\_\_\_  
Print Candidate Name & Local Title

to take photographs of her in connection with her participation as a candidate in The Miss America Competition (the "Competition"); and Miss The Arkansas Competition;

**WHEREAS,** pursuant to an agreement between the candidate and the Miss America, Competition candidates 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 America all right, title and interest worldwide in and to the photographs of the Competition candidate, including the copyright as a co-owner with the Photographer. Photographer expressly acknowledges that upon creation of the photographs, 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 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 America in its sole discretion shall deem appropriate. Photographer agrees that 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 America shall, if possible, provide bylines or

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give credit to the Photographer when use of the photographs is made. However, the failure of 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: \_\_\_\_\_

Candidate: \_\_\_\_\_

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

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

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

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

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

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

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Miss Arkansas Pageant, Inc. Executive Director will sign if the above mentioned Local Titleholder wins Miss Arkansas.

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

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

Title: Executive Director

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