

## LIMITED RELEASE AGREEMENT FOR PHOTOGRAPHS AND OTHER IMAGES

Novogradac & Company LLP, a California limited liability partnership with its principal offices at 1160 Battery Street, East Building, 4th Floor, San Francisco, CA 94111 (“Grantee”) and \_\_\_\_\_, with its principle offices at \_\_\_\_\_, (“Grantor”) agree to the following Limited Release Agreement (“Agreement”).

### Grant

In exchange for the consideration consisting of increased product exposure and publicity, Grantor hereby grants to Grantee and Grantee’s assigns, licensees, and successors the nonexclusive right to use in Grantor’s Novogradac Journal of Tax Credits (the publication), the images owned by Grantor named and described herein, including but not limited to images of trademarks and brand names owned by Grantor (“Image” or “Images”) and provided by Grantor to Grantee. The Images may be used in conjunction with other photographic images. Images may be used in any form of media, including but not limited to electronic or hard-copy. Grantee may make modifications to any Image.

### Image Details

**IMAGE FILE NAME(S):**

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**DESCRIPTION:**  PHOTO(S)  LOGO(S)  RENDERING(S)  OTHER, DESCRIBE:

.....

**SUBMITTED ON DATE:**

.....

**VIA:**  EMAIL  SECURE FTP UPLOAD  OTHER, DESCRIBE:

.....

### Term

The term of this Agreement is for one hundred (100) years after the date it is signed by the Grantor. Notwithstanding the preceding sentence, Grantor may terminate this Agreement upon written notice provided to Grantee not less than 90 days prior to termination. Such termination will not require Grantee to withdraw from circulation materials produced or finalized prior to the effective date of said termination.

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**Release**

Grantor hereby releases Grantee and Grantee’s assigns, licensees, and successors from any claims that may arise regarding the use of any Image including but not limited to any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. Any captions will describe the contents of the photo, including listing the names of the individual depicted therein. Grantee is permitted, but not obligated, to include Grantor’s name in connection with the image. Grantee is not obligated to utilize any of the rights granted in this Agreement.

**Miscellaneous**

This Agreement may not be amended except in a written document signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

**NOVOGRADAC & COMPANY LLP**

**“GRANTEE”**

.....  
**DAVID A. DEMELLO, PRINCIPAL**

.....  
**DATE SIGNED**

.....  
**TYPED OR PRINTED NAME**

**“GRANTOR”**

.....  
**SIGNATURE**

.....  
**DATE SIGNED**