

Out of Africa Wildlife Park®

Application for Permitted Use of Existing Images

Out of Africa Wildlife Park recognizes the desire by photographers of varying skill levels to use the park environment and its inhabitants for commercial purposes. This policy is designed to uniformly address the need for all levels of photographers in contrast to a flat rate that only professional photographers would be able to afford. Therefore, if you have taken an image at Out of Africa Wildlife Park while visiting that you would like to use commercially, you may do so **only** upon adhering to the terms and conditions stated herein.

Application Procedure:

All requests must be addressed in writing to:
Public Relations Department, Out of Africa Wildlife Park, 4020 N. Cherry Rd. Camp Verde, AZ 86322

Process:

Submit your high resolution digital image to Out of Africa Wildlife Park via e-mail to dean@outofafricapark.com (Subject line: Photo Permission) or on CD or USB flash drive to address provided above. Images must be at least 300 dpi at 4" x 6" minimum. Highest quality JPG via e-mail (not to exceed 5 megabytes per e-mail) or TIFF, PSD, or RAW formats via CD for larger files. If, in the Park's sole discretion, the image is in support of Out of Africa Wildlife Park and its mission, Out of Africa Wildlife Park will countersign and return a copy of the agreement to you at the fax number or mailing address provided, subject to the terms and conditions stated herein. Upon receipt of this signed agreement, you may market and sell the image as defined herein. The Out of Africa Wildlife Park reserves the right to refuse permission for images that are not determined to be in the best interests of the Park.

Terms and Conditions:

1. Agreement: This application constitutes the individual's ("you" or "your") offer to use existing photograph(s) of animal(s), ground(s), and/or habitat(s) owned by Out of Africa Wildlife Park (the "Park") for the purpose(s) described above (the "Activity"), and subject to the other terms and conditions stated below. This application does not constitute an agreement between you and the Park unless and until an authorized representative of the Park has signed this Application below, and then only on the terms and conditions listed below. You agree that the Park is granted unlimited use of submitted and approved photos for advertising, education, and/or promotion without compensation to photographer. Although photo credit will not appear in advertising, it will be applied elsewhere when practical. The Park's license to use submitted photos is non-exclusive. The photographer retains the rights to the original negatives or files. If a photographer is found in non-compliance, the Park has the right to pursue legal recourse.

2. Images for Publications: If personal images taken at the Park are to be sold (or printed without fee) for use in a publication, a document stating the intended use must be signed and received by the Park at approval and proper photo credit should be applied. This does not apply to members of the media in cooperation with Park staff.

3. Prohibited under any circumstance: Sale of images or merchandise/promotions in conjunction with photographs cannot use Out of Africa Wild Park or Out of Africa Park and Safari's brand, logo, or name in images or as a promotional selling device. (For example, a beautiful image of a giraffe on a t-shirt or poster



with any reference to Out of Africa Wildlife Park, including but not limited to a caption reading "I Love Out of Africa Wildlife Park" - would not be permitted.)

4. Fees: If sale of the submitted image generates \$50 or more to the photographer in any calendar year, 20% of the fee received by the photographer is to be paid to Out of Africa Wildlife Park. This fee received by the Park is not to exceed \$500 for any one image per calendar year.

Examples for sale of images in a calendar year:

- If a photographer sells an image directly and receives \$100, a donation of \$20 is to be submitted.
- If a photographer sells an image for retail \$80 through a third party and receives a \$40 fee, no fee to the Park is required. (image did not generate \$50 to submitting photographer)
- If a photographer sells an image for \$100 through a third party and receives \$50, a fee of \$10 is to be submitted.
- If a photographer sells an image 30 times for \$4 through a third party and receives \$2 per image totaling \$60, a \$12 fee is to be submitted.
- If a photographer sells an image for \$500 six times, total amount due is \$500 (maximum per image per year).

We appreciate your compliance with these basic guidelines and thank you for your support of Out of Africa Wildlife Park. The Park expends significant funds caring for the animals, as well as creates the circumstances that allow photographers to take images of these animals, grounds and habitats. In addition, the sale of images taken at our institution is a source of funding that helps to sustain the Park and its related programs.

Out of Africa Wildlife Park regularly visits stock photography websites and other wildlife photography sources. If an animal or location is recognized as being the property of Out of Africa Wildlife Park and the photographer did not have written permission from the Park's Public Relations department, Out of Africa Wildlife Park reserves the right to contact both the photographer and the company representing the photographer to seek reparations.

I, the undersigned, am the photographer of the submitted image(s). I support the Out of Africa Wildlife Park and its mission. I will market and sell this image in ways that are beneficial to Out of Africa Wildlife Park and its stated goals and will only release digital images to third parties that agree to the same. (Royalty free images would be prohibited, as usage cannot be guaranteed.) I will not use these images in ways that associate Out of Africa Wildlife Park or its animals/grounds/habitats with organizations that are inconsistent with the goals of Out of Africa Wildlife Park.

DESCRIPTION OF IMAGE:

ADDRESS:

PHONE: _____

FAX: EMAIL: _____

PHOTOGRAPHER SIGNATURE

DATE

PRINTED NAME

WEBSITE (If Applicable)

Out of Africa Wildlife Park REPRESENTATIVE

DATE