

**PHOTOGRAPHER CONSENT**

Dated:

Gentlepersons:

Conditioned upon my full compliance with the terms hereof, you hereby grant me permission to photograph, videotape, and/or film Kesha Sebert p/k/a "Ke\$ha" (the results and proceeds of which shall hereinafter be referred to as the "Photos") on the date(s) and in the place(s) set forth below:

Date(s): \_\_\_\_\_

Place(s): \_\_\_\_\_

1. Insofar as Ke\$ha is concerned, I shall have the right to use or authorize the use of the Photos solely for (a) publication in the magazine, newspaper, or other periodical set forth below, or (b) television broadcast on the station or in the program, or otherwise, set forth below:

Name of Publication:

Name of Station/Program/Other:

2. Notwithstanding anything to the contrary in this agreement, I understand and agree that Ke\$ha shall have the right to approve the Photos to be exploited hereunder, and that absent Ke\$ha's written approval of a particular Photo I shall have no right to exploit such Photo hereunder.

3. Except as provided in paragraph 1 hereof, I agree to obtain all third party consents, licenses and other clearances which may be necessary in order to use Photos in the manner set forth in said paragraph 1 and agree to indemnify and hold Ke\$ha harmless from any and all third party claims arising out of my use of the Photos. I agree that your permission and the privileges granted to me hereunder may be revoked by you at any time.

4. I shall not use, or authorize or permit the use of, the Photos for any commercial or noncommercial purpose whatsoever, other than as set forth above, without your express; prior written consent, which you may withhold in your sole discretion. Further, I shall not use, or authorize, or permit the names and/or likenesses of Ke\$ha in any advertising, promotion, merchandise, or other commercial tie-ups, or in any manner as a direct or indirect endorsement of any product or service.

5. Ke\$ha shall have the non-exclusive right throughout the universe in perpetuity, at no cost, to use the Photos by any means or media.

6. I agree that it would be extremely difficult to calculate the monetary damages which a breach by me of this agreement would cause Ke\$ha. Accordingly, I agree that, in the event of a breach or threatened breach by me of any of the foregoing provisions, Ke\$ha shall be entitled to injunctive and other equitable relief to stop or prevent such breach or threatened breach. This agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of California applicable to contracts to be performed wholly within said state. Photographer's Address  
Telephone:

Sincerely yours,

Photographer's Signature

Print Photographer's Name