

OPEN TO INTERPRETATION

A Juried Book Competition of Photography, Poetry and Prose

Congratulations on being selected for *Open to Interpretation*: _____. The results will be posted online soon, however, we need to receive your high-resolution image ("Image") and signed contract by _____. Submit your Image using www.yousendit.com and email your completed contract to info@open2interpretation.com. If you have any questions regarding this contract or process please call us at 1-651-312-0113. We will then post the images online and open up the submission process to the writers + poets who will be interpreting your Image.

This contract is made and entered into on _____ by _____ and Taylor & O'Neill,
Date, year Photographer
publishers of *Open to Interpretation*: _____ ("Work").

Please **type** this form and email back as a word document (**not pdf**). Check for any misspellings and typos as we are not responsible for any spelling errors; No editorial or approval process will be given, therefore, please make sure all information provided is accurate. Please fill out the following information and adhere to the necessary deadlines. Thank you - we are looking forward to working with you on this publication.

Name:	
Email:	
Website:	
Phone:	
Title of Image(s):	
Mailing Address:	
Country:	

Taylor & O'Neill is dedicated to providing a place for photographers to gain recognition and exposure for their work. All participants chosen, if so desired, will have their name, phone number, web page and/or email address indexed in the Work so as they can be contacted directly regarding their images. Please indicate your choices in the appropriate space below:

- Yes No I want my full name as indicated above published
 Yes No I want my email address as indicated above published
 Yes No I want my web site as indicated above published
 Yes No I want my phone number as indicated above published

PHOTOGRAPHERS RESPONSIBILITIES

The photographer is responsible for providing a signed contract by _____. Please include a high-resolution file (formatted to 300 dpi to approximately 8" x 12", TIF file, saved in RGB) along with the signed contract.

RIGHT OF REFUSAL

Taylor & O'Neill reserves the right to refuse any image that does not meet the publishing pixel and dpi requirements. Taylor & O'Neill reserves the right to refuse inclusion of any photograph, of those who fail to deliver a signed copy of this agreement. If you have questions of image quality please contact us and we will help. We reserve the right to not publish images that have inferior color quality or clarity. Taylor & O'Neill reserves the right to disqualify false or plagiarized submissions or submissions suspected of being false or plagiarized and to refuse inclusion of or to delete at any time any image that may violate any copyright, right of privacy, right of publicity, or other right of any person or subject Taylor & O'Neill to liability. All details relating to the publication of the Work will be at the sole discretion and control of Taylor & O'Neill.

USE RIGHTS

Photographer grants Taylor & O'Neill the right to reproduce the Image in the Work and to publish and distribute the Image in and as a part of the Work, in all editions and formats, worldwide. Photographer also grants Taylor & O'Neill the right to reproduce, publish and display the Image for the purpose of and in connection with the publishing, marketing, publicity, and promotion of the Work, including reproduction and display of the Image on Open2interpretation.com website. This may include, but is not limited to, publication in printed materials, advertisements, electronic media, displays and websites, including websites sponsored or hosted by parties other than Taylor & O'Neill. Photographer grants the use of the Image as stated herein without further contact, compensation, approval or consent. Any image used shall carry a credit line of Photographer.

COPYRIGHT

Except for the license granted to Taylor & O'Neill hereunder, copyright and all other rights in and to the Image remain with Photographer.

WARRANTIES AND INDEMNITY

Photographer warrants and represents that: (1) he/she is the sole creator of the Image and the sole owner of the copyright in and to the Image and has the power and authority to enter into this Agreement and grant the rights granted hereunder; (2) the Image does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; (3) no person depicted in the Image is subject to any talent agency or management contract, acting or modeling contract, merchandising agreement, or other contractual relationship or guild and/or union membership that may prohibit use of the Image by Taylor & O'Neill as authorized hereunder; and (4) the Image is not subject to any prior contract, assignment, pledge or lien, and the publication of the Image as authorized hereunder will not subject Taylor & O'Neill to any claims of interference with contract or infringement of rights previously granted to another party or violate any non-compete, employment or other agreement to which Photographer may be subject.

Photographer will indemnify, defend and hold harmless Taylor & O'Neill and its shareholders, officers, employees, agents, licensees and assigns from and against any and all awards, judgments, damages, liabilities, settlements, losses, costs and expenses (including attorneys' fees) arising out of or incurred in connection with any claim, action, suit or proceeding based on the breach or alleged breach of any of the foregoing representations and warranties.

RELEASES

Upon the request of Taylor & O'Neill, Photographer must secure and submit to Taylor & O'Neill a signed written release from all persons who appear in the Image and from the copyright owner of any sculpture, artwork or other

copyrighted material that appears in the Image. Failure to provide such releases upon request may result in the Image not being published in the Work.

COMPENSATION

Photographer acknowledges that Photographer will not receive any royalties or other compensation for the use of the Image as provided herein.

AMENDMENTS

This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties.

INTEGRATION

This Agreement embodies and contains the entire Agreement and understandings of the parties with respect to the subject matter hereof and shall be binding and enforceable by their respective heirs, legal representatives, successors and assigns.

GOVERNING LAW; ARBITRATION

This Agreement is made in Minnesota, and shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to its choice of law principles. In the event a dispute arises under this Agreement, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution; failing agreement within sixty (60) days, the dispute shall be submitted to a single arbitrator appointed by the American Arbitration Association, who shall decide the dispute under the then effective commercial rules of the Association. Any decision by an arbitrator shall be final and binding upon both parties and judgment upon the arbitrator's award may be entered in any court having jurisdiction. Neither party shall disclose the existence, content or result of any arbitration proceeding without the prior written consent of the other party.

TERM

Photographer may terminate this Agreement upon written notice to Taylor & O'Neill if the Image is not published in the Work within two (2) years from the date hereof. Provided the Image is published in the Work within two (2) years from the date hereof, this Agreement shall continue in force until the Work is no longer available for sale in any edition or format.

I, the above Photographer, verify that I have read and agree to this entire Agreement. I have signed this Agreement below by electronic means, as permitted under Minnesota Statutes, Chapter 325L and my electronic signature signifies my full acceptance of this Agreement.

_____, 2013
Date

Signature (type name)