



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

ENTRY AGREEMENT

In submitting the attached photo(s) (PHOTO) to the City of Clearlake (CITY) and participating in the City of Clearlake Photo Contest I /we (CONTESTANT) hereby warrant and agree to the following:

- ✓ The PHOTO is the result of CONTESTANT'S sole artistic efforts unless otherwise stated above as a collaboration.
- ✓ Except as otherwise disclosed in writing to CITY in this submittal form, the PHOTO is unique and original and does not infringe upon any copyright or patent.
- ✓ CONTESTANT warrants to CITY that he/she has lawful usage rights to the PHOTO, and that the PHOTO is free and clear of any lien.
- ✓ CONTESTANT understands that all photos will become the property of the CITY and will not be returned.
- ✓ CONTESTANT grants to CITY an irrevocable, royalty-free non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of the PHOTO in any manner whatsoever relating to any CITY publication or event, including, without limitation:
 - ✓ Public display as well as reproduction on CITY items, such as print ads, postcards, posters, brochures, applications, television programs and the City website.
 - ✓ The CITY may alter images of the PHOTO as necessary to fit into reduced or enlarged format sizes.
 - ✓ The CITY may use the PHOTO on CITY merchandise and commercial items, such as a calendar, which may be sold for fundraising purposes. CITY may also use the photograph on the Internet and in Social Media in support of our mission.
 - ✓ CITY may indefinitely retain a digital copy of your photograph that will be archived in the CITY's photo library, which is accessible to CITY staff via the CITY's online photo archive.
- ✓ CONTESTANT irrevocably authorizes the CITY to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, CONTESTANT waives the right to inspect or approve the finished product wherein CONTESTANT's photo appears. Additionally, CONTESTANT waives the right to royalties or other compensation arising or related to the use of the photo.
- ✓ Pursuant to 17 U.S.C. § 106A(3) and only to the extent that this Agreement differs, CONTESTANT expressly waives any rights that the he/she may have under Cal. Civ. Code § 987 or 17 U.S.C. §§ 101 et seq., including, without limitation, 17 U.S.C. §§ 106, 106A, and 113, or any successor statute(s) or regulation(s).

HOLD HARMLESS

CONTESTANT agrees to release CITY, its agents, officials, employees, and volunteers from and against all liability, including copyright or patent infringement claims or causes of action, arising out of this Agreement and claims arising from CONTESTANT'S participation in the City of Clearlake Photo Contest. CONTESTANT agrees to defend (with counsel satisfactory to CITY), indemnify and hold City harmless and free from all liability, whether caused by negligence or otherwise, arising out of CONTESTANT'S participation or association with the City of Clearlake Photo Contest. CONTESTANT agrees to pay all costs incident to any claim, including, without limitation, attorneys' fees and consequential damages.

I agree that the above information is correct. I further agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California.