

Photography Contract

Name _____ Address _____
 City, State, Postal Code _____ Country _____
 Phone _____ Fax _____ E-Mail _____

1. This agreement entered into, effective as of _____ (today's date) between CKMedia ("Publisher"), and the undersigned _____ (your name) ("Author"), sets forth terms of creation and use of these materials entitled _____ (title), for use in _____ (column), for Simple Scrapbooks magazine, _____ (issue), including, without limitation, all text, graphics, and photographic images (collectively referred to as "material") for publication in or in connection with Simple Scrapbooks products, services, or activities. The material which is the subject of this contract consists of the attached items (the phrase "the attached items" is defined to be an article or one or more scrapbook pages, generally suitable for magazine publication, and all attachments, illustrations, exhibits and other accouterments thereto). In the event that the material is not susceptible to convenient copying, items constituting the material may be identified by Publisher and such designation shall be conclusively deemed to constitute the subject matter of this agreement absent proof by Author of mistake or fraud by Publisher in such designation.

2. Publisher hereby agrees to pay Author the sum of \$ _____ (amount), for and in consideration of, and in reliance upon, Author's transfer of rights in the material and of and upon the other promises and warranties of Author made herein. Payment of the above amount, in United States funds, shall be mailed by Publisher within 60 days of the Publisher receiving a signed copy of this contract from the Author.

3. Creation Agreement and Copyright Assignment. All material subject to this agreement shall be conclusively deemed "work-made-for-hire" under the United States Copyright Act of 1976, as amended. Publisher, by virtue of this agreement, owns all rights, title, and interest in the material and all rights under copyright therein under United States and international laws and conventions. In the event any material or portion thereof is found by any court of competent jurisdiction to not be "work-made-for-hire," Author hereby assigns to Publisher all rights in and copyright to such material.

4. Acknowledgment of Publisher Rights. Without in any way limiting the foregoing complete transfer of all right, title, and interest in the subject material, author hereby acknowledges that Publisher has the following rights in and to the material, in all countries and all languages throughout the world:

The exclusive rights to publish, print, reproduce, display, modify, sell, distribute, transmit and license the material, in whole and in part, as well as any works derived from the material (including, without limitation excerpts, translations, abridgments, revisions, abstracts and derivative works), in any formats or media now or hereafter known, including without limitation in all print and electronic media, from the date of this contract through the end of the newsstand sale date.

5. The Author warrants that the Author is the author and sole owner of the material, the material is original and has never been published in any form, the material contains no matter unlawful in content or a violation of the rights of any person or entity, the rights granted hereunder are free and clear and the Author has full power to grant such rights. Author hereby grants to Publisher, without additional consideration, a non-terminable, non-exclusive right to use, throughout the world, the photographs included in the material for a period of 90 days after publication.

6. This agreement supersedes and replaces all prior oral and written agreements or understandings of the parties. All prior understandings or discussions, unless set forth herein, are of no legal effect. Photographic rights agreements executed in connection with this agreement as contemplated immediately above shall be construed to be part of this agreement.

7. This agreement is entered into in the State of New York and shall be governed by the laws of the State of New York. Any action brought to enforce the terms of this agreement shall be brought in the State of New York. The parties consent to jurisdiction and venue in the state and federal courts in New York.

CKMedia (Office Use Only) By _____ Date _____

Author: _____ **Date** _____
 Social Security Number (USA only) _____

Please return a copy of this agreement. Mail to Simple Scrapbooks, Carolyn Jolley, 14850 Pony Express Rd., Bluffdale, UT 84065; fax to 801-816-8302; or email to cjolley@ckmedia.com.