

"My Marion" Summer Photo Contest

ENTRY AGREEMENT:

In submitting the attached photo(s) (PHOTO) to the Town of Marion, Virginia (TOWN) and participating in the Town of Marion's "My Marion" Contest, I (we), (CONTESTANT), hereby warrant and agree to the following:

- CONTESTANT warrants to TOWN that he/she has lawful ownership rights to the PHOTO and acknowledges that once submitted, the PHOTO becomes the property of the TOWN.
- The PHOTO is the result of CONTESTANT'S sole artistic efforts unless otherwise stated above as collaboration.
- Except as otherwise disclosed in writing to TOWN in this submittal form, the PHOTO is unique and original and does not infringe upon any copyright or patent.
- The PHOTO is free and clear of any lien. Except for title and possession, pursuant to the Copyright Act of 1976 (17 U.S.C. §101 et seq.), CONTESTANT will retain the copyright and all other rights in and to the PHOTO. The CONTESTANT grants the TOWN an irrevocable and 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 TOWN publication or event, including, without limitation:
 - Public display as well as reproduction on TOWN items, such as print ads, postcards, posters, brochures, applications, television programs and the Town website.
- In addition the TOWN will include CONTESTANT'S name somewhere on the document where the photo is used.
- The TOWN may alter images of the PHOTO as necessary to fit into reduced or enlarged format sizes.
- The TOWN may use the PHOTO on TOWN merchandise and commercial items which may be sold for fundraising purposes.

Agreement Form needs to be completed and mailed to:

Marion Downtown!

138 West Main Street

Post Office Box 915 (Mailing)

Marion, VA 24354

HOLD HARMLESS AGREEMENT

CONTESTANT agrees to release TOWN, 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 Town of Marion's "My Marion" Photo Contest. CONTESTANT agrees to defend (with counsel satisfactory to TOWN), indemnify and hold Town harmless and free from all liability, whether caused by passive negligence or otherwise, arising out of CONTESTANT'S participation or association with the Town of Marion's "My Marion" Photo Contest. CONTESTANT agrees to pay all costs incident to any claim, including, without limitation, attorneys' fees. 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 Virginia.

Applicant's Signature

Date