

**The following terms and conditions shall apply to the 2<sup>nd</sup> Annual McLendon-Chisholm Photography Contest:**

a. By submitting a photograph to the 2<sup>nd</sup> Annual McLendon-Chisholm Photography Contest, Applicant understands and agrees that the City may use any photograph submitted, whether timely or not, without compensating Applicant for the City's own purposes, including (but not limited to) marketing campaigns, social media sites, websites, and official documents and publications, and may make any edits to said photographs or combine said photographs with other images and media, which the City, in its sole discretion, chooses to make.

b. Applicant represents and warrants that any photograph submitted to the McLendon-Chisholm Photography Contest by Applicant is the original product of the Applicant, and does not violate any intellectual property rights, or any other rights of any kind enjoyed by any individual or entity, nor do any of Applicant's submissions feature artwork or intellectual property created or owned by another individual or entity.

c. Applicant has received permission from everyone in a submitted photograph and confirms that they have waived image rights, intellectual property rights, or any other rights of a person or object depicted in a submitted photograph. By submitting this agreement, the Applicant understands that they are liable if they submit a photo without possessing the appropriate rights. The Applicant grants the city a non-exclusive, perpetual, royalty-free license to display, distribute, reproduce or create derivative works which include all or a portion of the photograph submitted.

d. Applicant agrees to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

e. Applicant agrees to indemnify, defend, and hold harmless the City of McLendon-Chisholm, Texas against all claims, damages, lawsuits, losses, liabilities, liens, costs, citations, penalties, fines, and expenses, including (but not limited to)

attorneys' fees, arising out of or resulting from City's use of Applicant's submitted photographs.

f. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

g. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

Your signature below and entry submission indicates your agreement to be bound by all terms and conditions stated during the photo submittal process.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_