

ARCHAIC PRESS Magazine  
Terms & Conditions of Contribution  
SUBMISSION FORM CONTRACT

**CONTRIBUTOR AGREEMENT** This contribution agreement (the "Agreement") is made and entered into on the date specified on the face of this contract (the "Effective Date"), by and between Archaic Press Magazine and the contributor whose name appears on the face of this contract ("Contributor"). WITNESSETH: WHEREAS, Archaic Press Magazine produces and maintains a fashion and lifestyle publication known as ARCHAIC PRESS; and WHEREAS, the Contributor desires to submit their works for publication in ARCHAIC PRESS; NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

If indicated on the front of this document that the Contributor chooses to have their artwork (photography, paintings, or designs) represented in the ARCHAIC PRESS, then the Contributor agrees to the following terms and conditions:

**1. Artwork must be provided by the specified deadline and must follow the mechanical guidelines established by ARCHAIC PRESS.**

Contributor represents that they own the Copyright Privileges on any and all content (including photo images and artwork) provided to ARCHAIC PRESS and hereby grants Permission to Archaic Press Magazine to use this content within ARCHAIC PRESS.

2. ARCHAIC PRESS retains all copyright titles and privileges for any and all content presented in ARCHAIC PRESS. This includes, but is not limited to: photography, articles, layout design, and advertisement design. Archaic Press Magazine retains the right to limit the amount of space provided to any one contributor, advertising client or industry. Use of any creative material (particularly written content, photography and layout design) without the express written consent of Archaic Press Magazine is absolutely prohibited.

3. Layout Design by Archaic Press Magazine created for the Contributor's use in ARCHAIC PRESS is owned by Archaic Press Magazine. A \$500 usage fee along with written permission from Archaic Press Magazine is required before the Contributor may use the design outside the context of ARCHAIC PRESS. Archaic Press Magazine retains copyright on such layout designs.

4. The Contributor acknowledges that ARCHAIC PRESS's distributors are a third party and their services fall outside the parameters of this Agreement.

**5. Contributor understands that their artworks will be published in print and online for ARCHAIC PRESS and acknowledges that their photography, paintings, or designs may also be manipulated by Archaic Press Magazine for advertising purposes.**

6. ARCHAIC PRESS shall have the unlimited right to publish the artwork submitted by Contributor in the print medium and

online, including promotional rights as described in the following paragraph. The artwork shall be credited to the Contributor upon publication.

7. ARCHAIC PRESS shall have the unlimited right to make promotional and internal use of the artwork in the print medium and online, including use of tearsheets by either ARCHAIC PRESS or its Contributors or advertisers. Archaic Press Magazine shall also have the unlimited right to make promotional use of the artwork in the electronic medium, including promotion of ARCHAIC PRESS or its Web site either directly on the ARCHAIC PRESS Web site or through third-party Web sites or electronic services.

8. Subject to the provisions as stated above, Contributor agrees that ARCHAIC PRESS shall have the exclusive rights to use the artwork submitted for a period of 365 days from when the artwork is published. Contributor further agrees that this exclusive use applies to the Contributor's other work that is highly similar to the artwork submitted (for example, a different frame from the same photo shoot).

**9. CONTRIBUTOR ASSUMES LIABILITY FOR ALL CONTENT (INCLUDING TEXT, REPRESENTATIONS, ILLUSTRATIONS, PHOTOGRAPHS, OR OF ANY LABELS, TRADEMARK OR OTHER COPYRIGHTED MATTER) OF SUBMITTED ARTWORK, PRINTED IN ARCHAIC PRESS OR ONLINE IN AFFILIATION WITH ARCHAIC PRESS MAGAZINE. CONTRIBUTOR REPRESENTS AND WARRANTS THAT ARTWORK SUBMITTED FOR PUBLICATION DOES NOT INFRINGE UPON ANY TRADEMARK OR TRADE NAME, VIOLATE THE RIGHT OR PRIVACY OF OR CONSTITUTE LIBEL AGAINST ANY PERSON, FIRM OR CORPORATION, OR VIOLATE OR INFRINGE UPON ANY COPYRIGHT, LITERACY, ARTISTIC OR OTHER RIGHTS, WHETHER SIMILAR OR DISSIMILAR IN KIND, OF ANY PERSON, FIRM OR CORPORATION. THE CONTRIBUTOR AGREES TO INDEMNIFY AND HOLD ARCHAIC PRESS MAGAZINE, AND ITS OFFICES, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATED ENTITIES, HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND EXPENSES CAUSED BY OR ARISING OUT OF ANY CLAIM OR ACTION BASED UPON ARTWORK PUBLISHED IN ARCHAIC PRESS.**

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

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

Mail To:

ARCHAIC PRESS  
PO BOX #157  
San Dimas, CA 91773

Email Submission: [archaicpress@gmail.com](mailto:archaicpress@gmail.com)