

BEACHCOMBING

CONTRIBUTOR AGREEMENT

AGREEMENT made this _____ day of _____ between

Name: _____ (“Contributor”)

and Etched by the Sea, Inc., PO Box 1910, Capitola CA 95010 (the “Magazine”).

Contributor and Magazine hereby agree as follows with respect to the use of the copy, photos, audio, and/or video (the “Contribution”) by Contributor to be published in the Magazine, online, and/or derivative works.

Grant of Rights

- (a) Contributor grants to Magazine for the full term of copyright and any renewals and extensions thereof the right to use, produce, distribute, license, publish, and sell the Contribution, or any portion thereof, throughout the world in all editions and derivations of the Magazine, in all languages, in all media, and to use the Contribution in the advertising, publicity, and promotion of the Magazine. The Magazine shall have the right to exercise such rights to the Contribution in whole or in part.

(b) The grant of rights set forth in Paragraph 1(a) shall be exclusive from the date of signing of this Agreement until six (6) months following initial publication of the Magazine in the English language in the United States, and thereafter shall be nonexclusive.

(c) All rights not specifically granted to the Magazine are reserved by the Contributor. Contributor shall acknowledge Magazine as the first publisher of the Contribution in any uses or reuses of the Contribution, and when possible, include a hypertext link to the Magazine with such acknowledgment.

Payment

- No monies shall be payable to Contributor under this Agreement.

Copyright

- Contributor owns all copyright in and to the Contribution, and the Magazine shall identify the Contributor as owner of the Contribution in all editions of the Magazine. The Magazine owns all copyright to the Magazine as a compilation, and Contributor shall identify Magazine as owner of the Magazine.

Final Acceptance

- (a) Contributor understands that final acceptance of the Contribution is at the discretion of the Magazine and that the Magazine may request editorial revisions. If Magazine determines that the Contribution warrants revision, Magazine will provide reasonably detailed written suggestions for possible revisions. The Contributor will then have ten (10) business days from receipt of such suggestions to deliver a revised and satisfactory Contribution to Magazine. Contributor agrees to deliver to the Magazine one (1) digital copy of the revised Contribution as a Microsoft Word file, and upon request, one (1) hard copy. If thereafter the Contribution is still not acceptable to the Magazine, the Magazine may elect to keep this Agreement in effect, or upon written notice to the Contributor, terminate this Agreement.

(b) Magazine may, at its discretion, extend Contributor’s time to deliver the revised Contribution for such period as Magazine deems appropriate. Any extension of the delivery date must be in writing signed by the Magazine. In determining whether to grant such extension and/

or the length thereof, Magazine may consider such factors as Magazine deems relevant, including without limitation, Contributor illness and the changing market-ability of the Contribution and/or Magazine.

Permissions

- (a) If Contributor includes third party material in the Contribution, Contributor will identify such third party material and will deliver written agreements required by Magazine granting permission for use of all such third party material in exercising the rights granted herein. Contributor will make all payments due under such agreements.

(b) If the Contributor fails to deliver the required permission agreements at the time of delivery of the revised Contribution, Magazine shall have the right, but not the obligation, to obtain the same, and in such event the Contributor shall pay such third party costs upon receipt of an invoice from the Magazine.

Publication

- (a) Magazine shall have the right to use the name, approved portrait and approved picture of and approved biographical material concerning Contributor in and on the Magazine, including biographical material on the cover of the Magazine, in the advertising, publicity and promotion thereof, and in connection with any rights granted hereunder and promotion of the Magazine. Upon request, Contributor shall furnish Magazine, free of charge, high-resolution photographs of Contributor which Magazine may use for such purposes without additional payment to or permission from any third party.

(b) The Magazine may publish and authorize others to publish the Contribution for promotion of the Magazine and the Magazine, without compensation therefor.

Contributor Copies

- Upon first publication of the Magazine, Magazine shall send Contributor one (1) free printed copy of the Magazine to the address on the next page.

Warranties and Indemnities

- Contributor represents and warrants to Magazine that Contributor is the sole author of the Contribution and sole owner of the rights granted in this Agreement, has the right to enter this Agreement, that the Contribution is original and has not been previously published, that the Contribution does not contain any libelous material and is not in violation of any rights of privacy or any other rights of third persons, and does not infringe any copyright or any other proprietary or personal right. If the contributor incorporates artificial intelligence (AI) technologies into creation of the final images or copy, contributor affirms copyright ownership over the final deliverables, ensuring they are largely human-created

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CONTRIBUTOR AGREEMENT (continued)

and legally protected under copyright law. Contributor will indemnify and hold harmless Magazine for any loss, damage, expense (including reasonable defense costs), recovery or judgment that Magazine may incur as a result of any claim made arising from any breach or claim of breach of a representation or warranty made by Contributor in this Agreement.

Magazine's Trademarks

9. Nothing in this Agreement shall give Contributor any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by Magazine.

Governing Law

10. (a) This Agreement will be construed according to, and the rights and liabilities of the parties will be governed by, the internal, substantive laws of California without reference to such state's choice of law principles, and by the U.S. Copyright Act. Any dispute or claim arising out of or relating to this Agreement or any breach of this Agreement will be submitted to arbitration by a mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association (the "AAA"). If the parties cannot agree on an arbitrator, the parties will advise the AAA to appoint an arbitrator. The site of such arbitration shall be in Santa Cruz County, California. The parties will abide by all decisions of the arbitrator, including the cost of the arbitration. All fees and costs (including reasonable attorneys' fees) will be awarded to the prevailing party as determined by the arbitrator. Judgment on the award may be entered in any court having competent jurisdiction.

(b) All references to copyright in this Agreement will reflect any amendment made during the term of this Agreement in the copyright laws of any country.

Successors and Assigns

11. This Agreement will bind and will inure to the benefit of the heirs, executors or administrators and assigns of Contributor and the successors and assigns of Magazine. This Agreement may not be assigned by either party without the written consent of the other, with the following exception: Magazine may assign this Agreement to any company that acquires or succeeds to all or a substantial portion of the assets of Magazine or an imprint of Magazine.

Copies

12. This Agreement will be binding on the Contributor and Magazine through facsimile or scanned signatures, and said scans or facsimile reproductions of this Agreement shall serve as originals.

Headings

13. The caption headings of this Agreement are inserted for convenience only and are not deemed part of the Agreement.

Entire Agreement

14. This Agreement contains the entire understanding of the Contributor and Magazine with reference to the Contribution. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties.

[Signatures follow.]

AGREED AND ACCEPTED

CONTRIBUTOR

*Signature: _____

*Printed Name: _____

*Date: _____

*Address: _____

*Name as it should be listed in magazine (if different): _____

*Email: _____

Facebook: _____

Instagram: _____

Website: _____

___ I am a Beachcombing magazine subscriber

___ I am a member of Beachcombing Club
www.beachcombing.club

BEACHCOMBING / ETCHED BY THE SEA INC.

 _____

Printed Name: Kirsti Scott _____

Please complete this form and email either a photograph, scan, or the electronically signed form to submissions@beachcombing.com, or mail the signed paper document to the address below.