



PROVEN PUBLICATIONS, LLC

Proven Publications, LLC

P.O. Box 62108 • Virginia Beach, Virginia 23466-2108
Tel: (866)721.3879

IMAGE AGREEMENT

_____, 20____

Publication: *Proven: Beyond the Process*

Artist: _____ (name)

Address: _____

Tel: _____ Fax: _____

Email: _____

Image File Name: _____

Editing and Promotional Rights: Proven Publications shall have the right to edit the Work. In addition, Artist assigns the perpetual nonexclusive worldwide right to use the Work to promote and publicize Proven Publications or its publications, including the right to use Artist's name and biographical data in such promotions.

Warranty: Artist warrants that the Work is original with the Artist; the Artist is the sole owner of the Work; that there is no co-owner of the Work; the Artist is the sole holder of the copyright for the Work; the Artist has the full authority to grant the rights in this Agreement; that publication of the Work will not libel anyone or infringe on or invade the rights of others; the Artist has full power to enter into this Agreement; and that the Work has not been published elsewhere, in whole or in part, or, alternatively, if the Work has been published previously elsewhere, in whole or in part, the Artist has obtained written authorization to publish the Work in Proven Publications and shall deliver such authentic record thereof as Proven Publications shall request. Should the Work contain any material that requires written permission for inclusion in the Work, Artist agrees to obtain such permission from the copyright owner consistent with this Agreement.

Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any and all disputes, controversies, lawsuits, or actions arising out of or relating to this Agreement, or the performance or breach thereof, shall be submitted to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia, located in Virginia Beach, Virginia. Artist irrevocably submits to the jurisdiction of such courts.

If the foregoing terms are satisfactory, please sign and date this Agreement below and return a signed copy to Proven Publications by normal postal channels and/or by electronic transmission via the fax number or email address provided in the header of this Agreement. Such mailing and/or electronic transmission of a signed copy of this Agreement shall constitute Artist's irrevocable and binding execution and delivery of this Agreement. Artist acknowledges that his/her execution and delivery of this Agreement does not obligate Proven Publications to publish the Work.

By signing this agreement I give Proven Publications, LLC the right to print my picture in their magazine, *Proven: Beyond the Process*. My picture submitted under the file name _____ will only be used in the issue specified by Proven Publications. I understand that I will not be compensated for my work, nor will I have ruling over where my picture will be distributed or placed in the magazine.

Witness: _____

Artist's name: _____ Artist's Signature: _____

