



A Creative Crafts Group LLC Publication
 14850 Pony Express Rd, Ste 200
 Bluffdale, Utah 84065

Album/Scrapbook Page/Photo Contract

(Please fill in all information requested including Social Security number (USA only), specific issue and amount)

Name _____ Address _____

City, State, Postal Code _____ Country _____

Phone _____ Email _____

1. This agreement entered into, effective as of _____ (today's date) between Creative Crafts Group LLC ("Publisher"), and the undersigned "Author" _____ (your Name), sets forth terms of creation and use of these materials entitled " _____ " (title) for use in _____ (column/issue) of *Creating Keepsakes* magazine including, without limitation, all text, graphics, and photographic images (collectively referred to as "material") for publication in or in connection with *Creating Keepsakes* products, services, or activities. The material which is the subject of this contract consists of the attached items (the phrase "the attached items" is defined to be an album, one or more scrapbook pages or photos, generally suitable for magazine publication, and all attachments, illustrations, exhibits and other accouterments thereto). In the event that the material is not susceptible to convenient copying, or is not attached hereto, items constituting the material may be identified by Publisher and such designation shall be conclusively deemed to constitute the subject matter of this agreement absent proof by Author of mistake or fraud by Publisher in such designation.

2. Publisher hereby agrees to pay Author the sum of \$ _____ (amount), for and in consideration of, and in reliance upon, Author's transfer of rights in the material and of and upon the other promises and warranties of Author made herein. **Payment of the above amount, in United States funds, shall be mailed by Publisher within 30 days of the issue's on-sale date or within 60 days of online publication.**

3. Creation Agreement and Copyright Assignment. All material subject to this agreement shall be conclusively deemed "work-made-for-hire" under the United States Copyright Act of 1976, as amended. Publisher, by virtue of this agreement, owns all rights, title, and interest in the material and all rights under copyright therein under United States and international laws and conventions. In the event any material or portion thereof is found by any court of competent jurisdiction to not be "work-made-for-hire," Author hereby assigns to Publisher all rights in and copyright to such material.

4. Acknowledgment of Publisher Rights. Without in any way limiting the foregoing complete transfer of all right, title, and interest in the subject material, author hereby acknowledges that Publisher has the following rights in and to the material, in all countries and all languages throughout the world:

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5. The Author warrants that the Author is the author and sole owner of the material, the material is original and has never been published in any form including online, the material contains no matter unlawful in content or a violation of the rights of any person or entity, the rights granted hereunder are free and clear and the Author has full power to grant such rights, permission to publish has been granted by all persons pictured on the material, and permission to publish has been granted by all photographers (if any) whose work is incorporated in the material. This agreement and transfer specifically excludes the copyright in any photographs included in the material unless a separate contract related to such photographs is executed herewith and appended hereto. However, Author hereby grants to Publisher, without additional consideration, a non-terminable, non-exclusive right to use, throughout the world, the photographs included in the material.

6. This agreement supersedes and replaces all prior oral and written agreements or understandings of the parties; All prior understandings or discussions, unless set forth herein, are of no legal effect. Photographic rights agreements executed in connection with this agreement as contemplated immediately above shall be construed to be part of this agreement.

7. This agreement is entered into in the State of Utah and shall be governed by the laws of the State of Utah. Any action brought to enforce the terms of this agreement shall be brought in the State of Utah. The parties consent to jurisdiction and venue in the state and federal courts in Utah.

Creative Crafts Group (office use only)
 By _____
 Date _____

Author _____ Date _____
 Social Security Number (USA only) _____

Please return a copy of this agreement. Mail to *Creating Keepsakes*, 14850 Pony Express Road, Ste 200, Bluffdale, UT 84065; Or fax to 801-816-8302 (attention *Creating Keepsakes*).

PLEASE NOTE: A tax form (W-9 for US Citizens and W-8 for non-US citizens) must be completed and sent in with this form if you have not previously sent a tax form in for the current calendar year. If we do not have a tax form on file for you at the time we process your invoice, it will result in delay of payment.