

## 2025 Sutter Buttes Calendar Photography Submission Agreement and Release

SBRLT is a local non-profit organization. We are grateful for the contributions of our photographers who share their uniquely captured moments that make up our annual calendar fundraiser. In building on this contribution, SBRLT would like to request your support, by allowing us to use your images in various ways to promote both the calendar and our land conservation work in the region. Your images may be used in a variety of ways, including marketing and outreach. Please read and complete the following if you choose to submit your photo(s).

This Agree	ement ("Agreement") is entered into on (date)	by and between:
Photogra	oher's Information:	
• Fu	Il Name:	
• M	ailing Address:	
• En	nail:Website (if applicable)	
• Ph	one:Age:	
if	under 18 years: Guardians Name:	
And		
Sutter Bu	ttes Regional Land Trust (SBRLT):	
• Ac	dress: PO Box 3359, Yuba City, California 95992-3359	

- **1. Grant of Rights:** The Photographer hereby grants the Sutter Buttes Regional Land Trust (hereinafter referred to as "SBRLT") non-exclusive rights to use, reproduce, and distribute the submitted photographs for the following purposes:
  - Inclusion in the 2025 Sutter Buttes Calendar.

Email: info@sutterbutteslandtrust.org

Phone: 530-755-3568

- Reproduction of photo(s) for reprint and resale.
- Use of photo(s) in marketing materials promoting SBRLT and its initiatives.
- The non-exclusive right to use the photograph(s), together with Photographer's name and pertinent biographical data, in advertising and promotion of that work, including but not limited to the SBRLT's annual mailings that offer the Calendar to members
- Reproduction of photo(s) on specialty items, including but not limited to coasters, magnets, pot
  holders, trivets, totes, magnets and other similar products through the process of dye sublimation
  and Laser Engraving for the sole purpose to resell through a third-party marketing partner in order
  to help raise money for SBRLT to support its mission, and may be use for up to 3 years.



- **2. Non-Exclusive Rights:** Photographer retains non-exclusive rights for personal and non-commercial use of the submitted photographs.
- **3. Compensation:** In consideration, SBRLT agrees to provide compensation to the photographer as follows for any photos that are chosen for:
  - Calendar Cover Photograph: One (2) Complimentary Calendar, One (1) Gift certificate for one open hike and recognition.
  - Full-page photograph: One (1) complimentary calendar, Gift certificate for one open hike and recognition.
  - Thumbnail photograph: One (1) complimentary calendar and recognition.
  - All photographers included in the calendar will be invited to the Photographer's Reception
    in the late summer/early fall (exact date to be announced) at the Sutter Community
    Museum with an official unveiling of the calendar and a chance for the photographers to
    showcase their selected photo during an extended exhibition.
- **4. Usage Limitations:** The rights granted to SBRLT are limited to the purposes specified in Section 1.
- **5. Representations and Warranties:** Photographer warrants the originality of photographs and indemnifies SBRLT against any claims, damages, or expenses arising from any breach.
- **Submission Requirements:** Photographer will, for each photograph selected, furnish to SBRLT: (a) one original image of each image selected; and (b) background facts and identification of persons represented therein sufficient to enable appropriate, accurate captions and accompanying text to be written, all for inclusion in the Calendar. Upon the request of SBRLT, Photographer will obtain and furnish to SBRLT written releases from all persons whose recognizable likenesses appear therein.
- **7. Submission Deadline:** Photographs must be submitted by April 26, 2024. Photographs will be chosen and photographers notified on May 13<sup>th</sup>, 2024.
- **8. Credit and Copyright:** SBRLT shall credit Photographer for all published photographs in the calendar and in any marketing that SBRLT publishes the photographer's photos.
- **9. Release and Waiver:** Photographer releases and discharges SBRLT from any claims related to the use of submitted photographs.
- **10. Governing Law:** This Agreement is governed by California law.
- **11.** Independent Contractor: Photographer acts as an independent contractor. Any associate or assistant retained by the photographer in connection with furnishing the photographs will be at his/her own cost and expense and such person will not in any event be or be deemed to be an agent or employee of SBRLT.
- **12. No Reimbursement:** Photographer acknowledges no reimbursement for loss or damage to digital images and no other compensation other than stated in section 3 for any and all photos submitted by the photographer.

13	. Participant agreement: Photographer has read and agrees t	o the terms above	
	Participant's Signature:	Date:	
	Guardian's Signature (if under 18 years)	Age:	



14. Calendar Month Information: Image Number and Title for each selected photo.

Please provide information on all photos that are selected for a calendar month:				
Image Number:	_			
Image Title:				
Image Number:	_			
Image Title:				
Image Number:				
Image Title:				
Image Number:				
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Image Title:				
Image Number:				

**15. Biography for Calendar:** [Photographer's Bio - 75 words limit]