

NEW MAGAZINE/THE JERSEY CITY INDEPENDENT COVER CONTEST AGREEMENT

- 1) This letter will confirm the agreement between you, _____, and NEW Magazine/The Jersey City Independent (hereafter referred to as "JCI") regarding art of any description (hereafter collectively referred to as "the Work") which have been produced by you and submitted for publication.
- 2) You agree that you are an independent contractor, not an employee, and that neither JCI, its officers, directors, employees, agents or assigns shall be liable for any of your acts or omissions in connection with the Work you submit under this agreement. You understand that you can make no representations or commitments on behalf of JCI.
- 3) JCI and you have agreed that the Work submitted is for consideration in the NEW Magazine Cover Contest. If your work is chosen, it will be published on the cover of a future NEW Magazine and further clauses in this agreement will apply. At any time before you have been notified of being chosen for a cover, you may request that the Work be withdrawn from the contest. If you choose not to do so, the Work will remain eligible for future cover contests for 2 years from submission date.
- 4) In consideration of payment in the amount of \$100.00, you agree to assign JCI the following rights, titles and interests in the Work:
 - a) First North American periodical rights (defined for the purpose of this contract as the exclusive first right to print and publish the Work in North America as part of a publication's collective work), with the understanding that these rights will revert to you 1 month after publication of the Work.
 - b) Non-Exclusive North American rights to cause the Work to be used for promotional purposes of JCI and to republish the Work in future editions, any published anthology or collection of Works published by or authorized by JCI
 - c) Non-Exclusive worldwide rights to publish, republish, display, transmit or cause the Work to be published, republished, displayed or transmitted in whole or in part on the internet and all electronic media.
- 5) You represent and warrant to us that:
 - a) the Work is original, and has not been published in whole or in part elsewhere (unless specifically stated below).
 - b) the Work is not libelous and does not infringe on any copyright, common law rights, proprietary rights, rights of privacy or other rights of any individual or entity.
 - c) You have violated no state or federal laws in preparing the Work and created no legal claim against JCI by any person or entity during the preparation of the Work.
- 6) You agree to donate the actual physical work for sale at a charity auction event (date to be determined) (hereafter known as the "Cover Event") whose net proceeds will be donated to a local nonprofit or organization of JCI's choice. Once the Work is chosen for the cover, JCI will retain the original version of the work for safekeeping until such event takes place. JCI will not resell the Work in any format outside of the Cover Event.
- 7) JCI has the right to arrange further agreements with you regarding future uses of the Work.
- 8) You agree that JCI may use your name, signature, image or likeness and/or biographical data in any advertising or promotion of the Work or of JCI.
- 9) This constitutes our entire agreement with respect to the Work, and may not be modified without written consent of you and JCI.
- 10) This agreement will be binding upon and operate to the benefit of your heirs, successors, subcontractors, associates and assigns.
- 11) This agreement will be governed by the laws of the State of New Jersey.

Print Name _____

Date _____

Signature _____

Phone _____