

PHOTO SUBMISSION GUIDELINES

1. RELEASE FORMS ARE CRITICAL!

Absence of completed and signed forms will automatically eliminate your submission from consideration!

Creative Age, publisher of *Inspire*, provides you with a Photo Information Form and various forms that must be filled out, signed and returned to Creative Age. Forms must be signed by all of the following people:

- “Salon Owner/Submitter Data Form”—To be completed by the person coordinating the photo shoot
- “Salon Owner Submission Agreement”—The salon owner who is submitting the photos
- “Nail Technician Release”—The nail technician(s) who participate in the photo session
- “Model Release”—The model(s) who appear in the photos
- “Ratification by Parent or Guardian of Minor”—If any of the models or technicians are under the age of 18, you will need the signature of a parent or guardian
- “Non-Exclusive Photography License”—The photographer(s) who took the photos
- “Photo Submission Form”—Lists the photographic images submitted for consideration, with appropriate credits)

2. PHOTOGRAPHY

A professional photographer will best represent your hard work and greatly increase your chances for inclusion in *Inspire*. A professional photographer knows about film, lighting and shadows. As noted above, the photographer *must* sign and return a “Non-Exclusive Photography License”.

If you have tips with designs, please send the tips directly to us with your release forms, and we will photograph them for you!

3. CREDITS, CREDITS, CREDITS

Congratulations! You’ve made it through the selection process. However, we can’t credit the work without clear, concise credits. *Inspire* cannot be responsible for inaccurate or missing credits. Use the “Photo Submission Form” to give credit to the members of your team.

PHOTO SHOOT GUIDELINES

GENERAL GUIDELINES

Keep your camera at the same distance/location from the model throughout the shoot. An exception would be for more detail shots.

SAVE Photo Files as:

Portrait orientation
CMYK (not RGB)
Tiff or jpg format
300 DPI

All images submitted must be in digital format on a CD or DVD and mailed to Sheryl Lenzkes, 413 Lexington Cir, Oceanside, CA 92057.

NAMING FILES

Rename your digital images using this format:
TECHNICIAN_INITIALS-MODEL_NAME_IMAGE
NUMBER

Example:

BL-Jamie-Before
BL-Jamie-Step_1
BL-Jamie-After_1

STEP-BY-STEP TECHNICALS

Think SQUARE!

The layout for our Step-by-Step Technicals allows for larger photos if the images are more square than rectangular. Plan on the top and bottom of your photos being cropped.

SIZE

Step-by-Step Photos: 3 x 4 inches

SALON OWNER/SUBMITTER DATA FORM

Submitter's Name: _____

Submitter's Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Salon/Company Name: _____

Salon/Company Address: _____

City: _____ State: _____ Zip Code _____

Salon Phone Number: - _____

Number of models used: _____ Female: _____ Male: _____

Number of images submitted: _____

SALON OWNER SUBMISSION AGREEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, he undersigned Salon Owner ("Owner") agrees as follows.

1. Submission of Photographs. Owner is hereby submitting to Creative Age Communications, its licensees, successors and assigns (collectively "Publisher"), the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively "the Photographs"), for use by Publisher on the terms set forth below.

2. Non-Exclusive License of Rights. Owner hereby grants to Publisher a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sublicensable and transferable license to use all of the materials submitted by Owner, including but not limited to (a) the Photographs, (b) the other information set forth on the Photo Information Form, and (c) the name, image, likeness, biographical data, and business information of the Owner and the Owner's business as set forth below and/or on the Photo Information Form (collectively "the Licensed Materials"), all as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Licensed Materials, alone and/or in conjunction with other materials, in connection with *INSPIRE* and other publications of Publisher for the professional beauty industry; (b) the right to prepare and exploit derivative works based on the Licensed Materials as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds; and (c) the right to print, publish, distribute, sell, lease, display, exhibit and transmit the Licensed Materials as described above. The rights licensed to Publisher may be exploited in any and all media and other means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

3. Assurances. Owner represents and warrants to Publisher as follows: (a) Owner, at Owner's sole cost and expense, has secured in writing all necessary rights, permissions and consents of third parties (such as, by way of example, photographers, models, nail technicians, manicurists, hairstylists, and makeup artists) who participated in the making of the Photographs and/or the other Licensed Materials in any way and has delivered such signed writings to Publisher; (b) Owner enjoys the right to grant the license set forth in this Submission Agreement without the further approval or consent of any other person; (c) Owner has not entered into any previous agreements, and will not purport to enter into any subsequent agreements, which would limit or hinder the rights of Publisher under this License; (d) photographers, models, nail technicians, hairstylists, makeup artists, and others who participating in the making of the Photographs have been paid in full and no amounts are or will be owed by Publisher to the foregoing persons, the Owner and/or any third party by reason of any exploitation of the rights set forth above; (e) Owner will bear all costs and expenses that may be incurred in supplying Publisher with additional materials that Publisher may deem necessary and convenient; (f) Publisher may rely on this Submission Agreement in making use of the Photographs and the other Licensed Materials as set forth above; and (g) Owner shall indemnify, defend and hold harmless Publisher against any claims, lawsuits, damages, expenses, losses or liabilities arising from any breach of the foregoing or any other breach of this Submission Agreement by Owner.

4. Rights of Publisher. Publisher shall have the right but not the obligation to exploit the rights set forth above in its sole and absolute discretion. In the event of any inadvertent failure to afford credits by Publisher in connection with Publisher's use of the Photographs and/or other Licensed Materials, Publisher agrees to afford such credits at the first convenient opportunity.

Agreed and confirmed as of the Effective Date: _____

(Signature of Salon Owner)

(Print Name of Salon Owner)

(Salon Name)

(Salon Owner's Contact Information (include phone, email))

NAIL TECHNICIAN RELEASE

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned nail technician ("Technician") agrees as follows.

1. Photographs. Technician hereby acknowledges and agrees that Technician rendered services as a nail technician, manicurist, or other nail services in connection with the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively "the Photographs").

2. Non-Exclusive License of Rights. Technician hereby grants to Creative Age Communications, Inc., its licensees, successors and assigns (collectively "Publisher") a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sublicensable and transferable license to exploit and generally use (a) the Photographs, and (b) the work product and the name, image, likeness and biographical data of Technician as embodied in the Photographs and/or as described on the attached Photo Information Form (collectively "the Licensed Materials"), all as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Licensed Materials, alone and/or in conjunction with other materials, in connection with *INSPIRE* and other publications of Publisher for the professional beauty industry; (b) the right to prepare and exploit derivative works of any and all kinds based on the Licensed Materials as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds; and (c) the right to print, publish, distribute, sell, lease, display, exhibit, and transmit the Licensed Materials as described above. The rights licensed to Publisher may be exploited in any and all media and other means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

3. Waiver and Release. Technician hereby waives and releases any and all rights of publicity, rights of privacy, moral rights, and/or rights under the law of defamation that Technician may be entitled to assert in connection with the Photographs and the uses of the Licensed Materials described above, including but not limited to, by way of example of only, the right to inspect or approve any use of the Licensed Materials otherwise permitted under this Release.

4. Assurances. Technician has been paid in full and no amounts are or will be owed by Publisher to Technician by reason of any exploitation of the rights set forth above.

Initial Here as Applicable:

_____ I am over 18 years of age and I am otherwise entitled to sign this Release on my own behalf under the laws of the state of my residence.

_____ I am under 18 years of age my parent or legal guardian has signed the attached Ratification by Parent or Guardian of a Minor.

5. Rights of Publisher. Publisher shall have the right but not the obligation to exploit the rights set forth above in its sole and absolute discretion. In the event of any inadvertent failure to afford credits by Publisher in connection with Publisher's use of the Photographs and/or other Licensed Materials, Publisher agrees to afford such credits at the first convenient opportunity.

Agreed and confirmed as of the Effective Date: _____

(Signature of Technician)

(Print Name of Technician)

(Technician's Contact Information)

MODEL RELEASE

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned model ("Model") agrees as follows.

1. Photographs. Model hereby acknowledges and agrees that Model rendered services as a photographer's model in connection with the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively "the Photographs").

2. Non-Exclusive License of Rights. Model hereby grants to Creative Age Communications, Inc., its licensees, successors and assigns (collectively "Publisher") a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sublicensable and transferable license to exploit and generally use **(a)** the Photographs, and **(b)** the name, image, likeness and biographical data of Model as embodied in the Photographs and/or as described on the attached Photo Information Form (collectively "the Licensed Materials"), all as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Licensed Materials, alone and/or in conjunction with other materials, in connection with *INSPIRE* and other publications of Publisher for the professional beauty industry; **(b)** the right to prepare and exploit derivative works of any and all kinds based on the Licensed Materials as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds; and **(c)** the right to print, publish, distribute, sell, lease, display, exhibit, and transmit the Licensed Materials as described above. The rights licensed to Publisher may be exploited in any and all media and other means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

3. Waiver and Release. Model hereby waives and releases any and all rights of publicity, rights of privacy, moral rights, and/or rights under the law of defamation that Model may be entitled to assert in connection with the Photographs and the uses of the Licensed Materials described above, including but not limited to, by way of example of only, the right to inspect or approve any use of the Licensed Materials otherwise permitted under this Release.

4. Assurances. Model has been paid in full and no amounts are or will be owed by Publisher to Model by reason of any exploitation of the rights set forth above.

Initial Here as Applicable:

_____ I am over 18 years of age and I am otherwise entitled to sign this Release on my own behalf under the laws of the state of my residence.

_____ I am under 18 years of age my parent or legal guardian has signed the attached Ratification by Parent or Guardian of a Minor.

5. Rights of Publisher. Publisher shall have the right but not the obligation to exploit the rights set forth above I its sole and absolute discretion. In the event of any inadvertent failure to afford credits by Publisher in connection with Publisher's use of the Photographs and/or other Licensed Materials, Publisher agrees to afford such credits at the first convenient opportunity.

Agreed and confirmed as of the Effective Date: _____

(Signature of Model)

Print Name of Model)

(Model's contact information, including phone and email)

RATIFICATION BY PARENT OR GUARDIAN OF MINOR

For good and sufficient consideration, receipt of which is hereby acknowledged, the undersigned parent or guardian ("Parent") of the individual identified as "Model" or "Technician" in the attached Model Release or Technician Release, as applicable, ("Release") hereby acknowledges and agrees as follows:

1. Parent is the parent or duly-appointed guardian of the minor identified as "Model" or "Technician" in the Release referenced above.

2. Parent has read, understood, approved and ratified the Release, and hereby agrees that both Parent and Model or Technician, as applicable, shall be fully bound by the terms and conditions of the Release.

3. Parent hereby agrees to cause Model or Technician, as applicable, to fully perform all obligations of Model or Technician under the Release and to generally cooperate with Publisher in order to give full force and effect to the Release.

4. If requested by Publisher, Parent shall cooperate with Publisher in obtaining court approval of the Release as provided for in California Family Code Section 6751 or comparable law. Parent acknowledges that Section 6751 provides that a contract entered into by a minor such as the attached Release cannot be disaffirmed during or after the minority of such person if it is approved by the Superior Court in which said minor resides.

5. Parent represents and warrants to Publisher that Parent is duly authorized to sign and enter into the Release on behalf of the Model or Technician, and acknowledges that Publisher is relying on Parents approval and ratification of the Release in making use of the Photographs in which the Model is depicted and/or in which the work of the Technician is embodied.

Date: _____

(Signature of Parent)

Witnessed by: _____

(Print name of Parent)

(Signature of Witness) _____
(Print name of Witness)

NON-EXCLUSIVE PHOTOGRAPHY LICENSE

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned photographer ("Photographer") agrees as follows.

1. Non-Exclusive License of Rights. Photographer hereby grants to Creative Age Communications, Inc., its licensees, successors and assigns (collectively "Publisher"), a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sublicense able and transferable license ("License") in and to the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively "the Photographs") as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Photographs, alone and/or in conjunction with other materials, in connection with *INSPIRE* and other publications of Publisher for the professional beauty industry; (b) the right to prepare and exploit derivative works based on the Photographs as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds; (c) the right to print, publish, distribute, sell, lease, display, exhibit and transmit the Photographs as described above; and (d) the right to use the Photographer's name and biographical data in connection with any or all of the foregoing. The rights licensed to Publisher may be exploited in any and all media and means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

2. Delivery of Photographs. Photographer, at Photographer's own cost and expense, agrees to cooperate with Publisher by delivering digital files, negatives, prints, and other materials embodying the Photographs at such times and in such formats as Publisher may deem necessary or convenient.

3. Assurances. Photographer represents and warrants to Publisher as follows: (a) the Photographs are original works of authorship of Photographer alone; (b) all necessary rights, permissions and consents of third parties (such as, by way of example, models, nail technicians, manicurists, hairstylists, and makeup artists) who participated in the making of the Photographs in any way have been secured in writing and delivered to Publisher; (c) Photographer enjoys the right to grant the license set forth in this License without the approval or consent of any other person; (d) Photographer has not entered into any previous agreements, and will not purport to enter into any subsequent agreements, which would limit or hinder the rights of Publisher under this License; (e) Photographer has been paid in full and no amounts are or will be owed by Publisher to Photographer or any third party by reason of any exploitation of the rights set forth above; and (f) Publisher may rely on this License in exploiting the rights as set forth above.

4. Rights of Publisher. Publisher shall have the right but not the obligation to exploit the rights set forth above in its sole and absolute discretion. If Photographer is not credited in connection with Publisher's use of the Photographs due to the inadvertence of the Publisher, Publisher agrees to afford such credit at the first convenient opportunity.

Agreed and confirmed as of the Effective Date: _____

(Signature of Photographer)

(Print Name of Photographer)

(Photographer's Contact Info, including telephone, email or website)

Did you include the following forms?

- Salon Owner/Submitter Data Form**—To be completed by the person coordinating the photo shoot
- Salon Owner Submission Agreement**—The Salon Owner who is submitting the photos
- Non-Exclusive Photography License**—The photographer(s) who took the photos
- Model Release**—The model(s) who appear in the photos
- Nail Technician Release**—The nail technician(s) and other participants
- Ratification by Parent or Guardian of Minor**—Parent or guardian of any models under 18 years
- Photo Submission Form**—Lists the images submitted for consideration, with appropriate credits

Absence of completed and signed forms will automatically eliminate your submission from consideration! If you have questions or need additional information, please contact Sheryl Lenzkes at 800/634-8500 or email slenzkes@creativeage.com or visit www.inspirebooks.com.

Send your completed submission package to:

**INSPIRE · Attn: Sheryl Lenzkes · 413 Lexington Circle · Oceanside, CA 92057
800.634.8500 or 818.782.7328 · www.inspirebooks.com**