

Effective as of _____, _____ (“Effective Date”).

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, sublicensable 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, hair-stylists, and make-up 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)

Please include this form with all submissions

Submitter's Name: Jane Smith

Submitter's Address: 555 Main Street

City: Somewhere

State: CA

ZIP: 10006

Phone Number: 818-555-3434

Salon/Company Name: Main Street Salon

Salon/Company Address: 555 Main Street

City: Somewhere

State: CA ZIP: 10006

Phone Number: 818-555-3434

Number of models used: 10

Female: X Male:

Number of images submitted: 25

CD: X DVD:

All credits will appear as you have listed on the Photo submission form.
Work must be CMYK format 300 dpi for a minimum of 4 x 6 size.

Please include this form with all submissions

Submitter's Name: _____

Submitter's Address: _____

City: _____

State: _____

ZIP: _____

Phone Number: _____



Salon/Company Name: _____

Salon/Company Address: _____

City: _____

State: _____ ZIP: _____

Phone Number: _____

Number of models used: _____

Female: _____ Male: _____

Number of images submitted: _____

CD: _____ DVD: _____

All credits will appear as you have listed on the Photo submission form.
Work must be CMYK format 300 dpi for a minimum of 4 x 6 size.

Effective as of _____, _____ (“Effective Date”).

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, hair-stylists, and make-up 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, hair-stylists, make-up 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.

continued next page

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 and Salon-Owner)

(Salon-Owner's Contact Information)

Effective as of _____, _____ (“Effective Date”).

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned stylist (“Stylist”) agrees as follows.

1. Photographs. Stylist hereby acknowledges and agrees that Stylist rendered services as a hair-stylist, make-up artist, set dresser, or other styling 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. Stylist 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 Stylist 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. Stylist hereby waives and releases any and all rights of publicity, rights of privacy, moral rights, and/or rights under the law of defamation that Stylist 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. Stylist has been paid in full and no amounts are or will be owed by Publisher to Stylist 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 Stylist)

(Print Name of Stylist)

(Stylist’s Contact Information)

Effective as of _____, _____ (“Effective Date”).

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, sub-licensable 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 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 Model)

(Print Name of Model)

(Model’s Contact Information)

Please complete the form below for each photo submitted. Number your photos sequentially and enter that corresponding number on the submission form. Remember to label all slides and photos with your salon name, hairstylist, makeup artist, & photographer. Creative Age will not be held accountable for missing credits if this information is not clearly provided. Please make extra copies of this form as needed.

Salon: _____

Hairstylist: _____

Makeup: _____

Photographer: _____

Photo Number: _____

Model: _____



Salon: _____

Hairstylist: _____

Makeup: _____

Photographer: _____

Photo Number: _____

Model: _____



Salon: _____

Hairstylist: _____

Makeup: _____

Photographer: _____

Photo Number: _____

Model: _____

Send All Work to:

INSPIRE C/O CREATIVE AGE

7628 Densmore Avenue • Van Nuys, CA 91406 • 800/634-8500 or 818/782-7328

Please complete the form below for each photo submitted. Number your photos sequentially and enter that corresponding number on the submission form. Remember to label all slides and photos with your salon name, hairstylist, makeup artist, & photographer. Creative Age will not be held accountable for missing credits if this information is not clearly provided. Please make extra copies of this form as needed.

Salon: _____ Main Street Salon _____
Hairstylist: _____ Jane Smith _____
Makeup: _____ Jane Doe _____
Photographer: _____ John Smith _____
Photo Number: _____ JS-Sally Ann-1 _____
Model: _____ Sally Ann _____



Salon: _____ Main Street Salon _____
Hairstylist: _____ Jane Smith _____
Makeup: _____ Jane Doe _____
Photographer: _____ John Smith _____
Photo Number: _____ JS-Sally Ann-2 _____
Model: _____ Sally Ann _____



Salon: _____
Hairstylist: _____
Makeup: _____
Photographer: _____
Photo Number: _____
Model: _____

**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 "Stylist" in the attached Model Release or Stylist Release, as applicable, ("Release") hereby acknowledges and agrees as follows:

- 1.** Parent is the parent or duly-appointed guardian of the minor identified as AModel@ or "Stylist" in the Release referenced above.
- 2.** Parent has read, understood, approved and ratified the Release, and hereby agrees that both Parent and Model or Stylist, as applicable, shall be fully bound by the terms and conditions of the Release.
- 3.** Parent hereby agrees to cause Model or Stylist, as applicable, to fully perform all obligations of Model or Stylist 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 Stylist, 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 Stylist is embodied.

Date: _____

(Signature of Parent)

(Print name of Parent)

Witnessed by:

(Signature of Witness)

(Print Name of Witness)