

Skagit Conservation District Graphic Materials Use Agreement

This Graphic Materials Use Agreement (this "Agreement") is entered into by Skagit Conservation District (the "SCD") and Participant (the "Photographer/artist") in order to set forth the terms and conditions under which image(s) from the "We Scoop" poster contest will be used in promotional materials for the "Scoop the Poop Program" (the "Program") and all future related rights and uses. By submitting image(s) to the SCD, the Participant represents and warrants that the image(s) are the sole property of the Participant, and that the Participant has the exclusive right to enter into this Agreement governing the use of the image(s).

Under this Agreement the parties mutually agree to the following conditions:

1. The Participant provides the SCD with digital file(s) containing the image(s) using the website application form or email for use in the Program and all future related uses.
2. The Participant agrees that the image(s) may be edited as necessary at the sole discretion of the SCD. For example, image(s) may be cropped or otherwise manipulated to fit within the dimensions of any present intended use or to serve other aesthetic purposes or practical necessities.
3. The Participant will retain ownership and copyright in the photograph(s).
4. The Participant hereby grants to the SCD a royalty-free, perpetual license to use the image(s) for any lawful purpose, including without limitation commercial uses as well as the right to sublicense use of the image(s).
5. The Participant agrees that the right to participate in the Program, together with the publicity and recognition obtained from use of the image(s), in accordance with the terms and conditions contained herein, constitutes full and fair compensation for use of the image(s) and specifically disclaims any right to any other compensation or consideration for the SCD's use of the image(s).
6. The SCD agrees to either (a) include the Photographer's name on or near the photograph(s) whenever commercially feasible or (b) provide the Photographer's name in response to any inquiries about the photograph(s).
7. The SCD may exercise its right to use the image(s) in promotional materials for the Program in various media including but not limited to print and the Internet. Thereafter, the SCD may continue to exercise its right to use the image(s) for other related uses within the SCD's sole discretion.
8. The SCD's election not to use the image(s) in promotional materials for the Program shall not affect the license granted under paragraph 4 of this Agreement