



COMMERCIAL OWNER/SUBMITTER DATA FORM

Submitter's Name: _____

Submitter's Address: _____

Company Name: _____

City: _____

State: _____ Zip Code: _____

Company Phone Number: _____

Cell: _____

Number of images submitted: _____

Please follow guidelines when submitting your ad. Full payment is required at time of submission. Upload your advertisement ad, or email to advertise@latesthairmag.com. Please be sure to have your graphics department follow ad specifics submission guidelines: Document size: minimum 300 dpi images, .png, .psd or jpeg files are required. Be sure to have your graphics department include your social networking logos, email and or website links on your designed page for FREE hyper- linking.

Signature of Submitter for company advertisements only

By signing this agreement you are authorized to advertise on behalf of the said company/salon above.



COMMERCIAL OWNER/SUBMITTER AGREEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned Owner/Submitter (“Owner”) agrees as follows:

Submission of Photographs/ad. Owner is hereby submitting to **Latest Hair Magazine**, its licenses, successors and assigns (collectively “Publisher”), the photographs/ad described on the attached Photo/ad data Form, which is incorporated by reference herein (collectively “the Photographs/ad”), for use by Publisher on the terms set forth below.

Non-Exclusive License of Rights.

Owner hereby grants to Publisher a non-exclusive, worldwide, royalty- free, irrevocable, unlimited, sub-licensable and transferable license to use all of the materials submitted by Owner, including but not limited to

- (a) the Photographs/ad,
- (b) the other information set forth on the Photo/ad information data 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 Data Form (collectively “the Licensed Materials”), all as follows:
- (d) the right to publish, adapt, reproduce and generally exploit the Licensed Materials, alone and /or in conjunction with other materials, in connection with **Latest Hair Magazine** and other publications of Publisher for the professional beauty industry;
- (e) the right to print, publish, distribute, sell, lease, display, exhibit and transmit the Licensed Materials as described above.

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-stylist, models, barbers, 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, hair-stylist, makeup artists, and others who are participating in the making of the Photographs/and have been paid in full by Owner, and no amounts are or will be owed by publisher to the foregoing persons, the Owner and /or third party by reason of any exploitation of the rights set forth above;**
- (e) Owner will bear all cost 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/ad and the other Licensed Materials as set forth above; and
- (g) Owner shall indemnify, defend and hold harmless Publisher against any claims, lawsuits, damages,

Latest Hair Magazine, LP

PO Box 32486 ~ Detroit, MI ~ 48226 ~ 313.986.1990

Email to advertise@latesthairmag.com or Fax release forms to: 1-615-577-0638

expenses, losses or liabilities arising from any breach of the foregoing or any other breach of this Submission Agreement by Owner.

Agreed and confirmed as of the Effective Date: _____

Signature of Owner/Submitter

Print Name of Owner/Submitter

Phone

E-mail

Latest Hair Magazine, LP

PO Box 32486 ~ Detroit, MI ~ 48226 ~ 313.986.1990

Email to advertise@latesthairmag.com or Fax release forms to: 1-615-577-0638