



SALON OWNER/SUBMITTER DATA FORM

Submitter's Name: _____

Submitter's Address: _____

Salon/Company Name: _____

City: _____

State: _____ Zip Code: _____

Home/Company Number: _____ Cell Number: _____

Number of models used (if applicable): _____ Female _____ Male

Number of images submitted: _____

Submitter must provide one of the following License Numbers:

State Trade License (Barber, Cosmetology, etc.): _____

Driver's License Number: _____

License Number (Circle License above): _____

(Signature of Submitter)

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

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



SALON OWNER/SUBMITTER AGREEMENT

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

Submission of Photographs. Owner is hereby submitting to **Latest Hair Magazine**, its licenses, 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.

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,
- (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:
 - (d) the right to edit, 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 prepare and exploit derivative works based on the services of all kinds; and
 - (f) 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 way 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.*

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 participating in the making of the Photographs 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;

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

(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.

Rights of Publishers. *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/Submitter

Print Name of Salon Owner/Submitter

Salon Name/Submitter Name

Phone

Email

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