



I, the undersigned, hereby submit for consideration by the PA Places Project (“the Project”) created, administered, and managed by Arbour Media LLC (“Arbour Media”), the photographs (“the photos”) described in Appendix A of this agreement subject to the following terms and conditions.

1. I am at least eighteen (18) years of age.
2. I warrant that the photographs that I am submitting for consideration for inclusion in the PA Places project are my original work created by me and that I currently hold all rights to the photos. I warrant that I am submitting the photos of my own free will and not at the direction of any other person or entity.
3. I further warrant that all information provided with the photos (“the information”), including titles, descriptions, creator’s statement, location data, and dates of creation are, to the best of my knowledge, true and accurate. Arbour Media LLC agrees to display the information with the photographs via the tvOS app or in connection with the promotion of the Project, however, I agree that Arbour Media LLC may edit the information to conform it to required length restrictions and to correct typographical or grammatical errors.
4. To the best of my knowledge, the photographs I am submitting do not infringe or violate any trademark, copyright, or privacy rights of any third party. I acknowledge that I have secured all required releases, consents, and permissions from any individuals appearing in the photographs. I understand that I assume all liability for claims arising from my failure to secure required releases and agree unconditionally to hold Arbour Media harmless from any such claim or claims. I agree to provide Arbour Media copies of all releases, consents, or permissions upon request.
5. I hereby grant Arbour Media a non-exclusive, royalty-free, worldwide license to modify, reproduce, publish, distribute, transmit, display, or otherwise use the photos submitted in whole or in part in any media without any limitation or restriction for the purposes of promoting the Project and associated website (www.pennplaces.com).
6. I also hereby grant Arbour Media a non-exclusive, royalty-free, worldwide license to modify, reproduce, publish, distribute, transmit, display, incorporate, or otherwise use the photos as elements of the PA Places tvOS application.
7. I agree that either party may terminate this agreement by sending a written notice to the other of their intent to terminate the agreement. I agree that the license granted by this agreement shall continue for a period on one year after the date of the notice of termination by either party. On termination of this agreement, Arbour Media shall destroy all copies of the photos then in its possession.
8. I understand and acknowledge that submitting photos to the Project does not guarantee exhibition of the photos via the tvOS app. I understand that the photos may be exhibited con-



tinuously or periodically during the term of this license as Arbour Media may determine. I understand and acknowledge that the sole consideration offered for use of the photos, should they be accepted for inclusion in the PA Places Project, is the exhibition of the photos via the PA Places application for tvOS. I warrant that I have received no other consideration from any party for entering into this agreement.

9. I understand and agree that Arbour Media has no liability for any unauthorized use of the photos by any third party. Arbour Media, for its part, will not authorize any third party use of the photograph.

10. I have read this document and understand its content and warrant that I am authorized to enter into it.

Signed

Date: ____/____/____

Please print name and address

E-mail address: _____

Telephone: _____

Signed for Arbour Media LLC by

its _____

Date: ____/____/____