



Show Us Your OC Photo Contest Entry

Orange County REALTORS® wants you to Show Us Your OC with photo submissions of and around Orange County that will be displayed as wall art in the OC REALTORS® offices.

Please email this form along with your photo submission(s) to contest@ocrealtors.org by Monday, August 31, 2020.

Name: _____ REALTOR® Member Affiliate Member

Company: _____

Phone: _____ Email: _____

This Photography Contest Agreement and Release (“Agreement”), is made and entered into as of the ____ day of _____, _____ (“Effective Date”), by and between _____ (“Photographer”) and Orange County REALTORS® (“OCR”).

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree to enter into this Agreement subject to the following terms and conditions:

1. Description of Work

Photographer submits photographs or creations through cameras, drones or other technology, graphics, or other images (“Image(s)”) for the opportunity for review and/or selection by Orange County REALTORS® in its “Show Us Your OC” Photography Contest (“Contest”).

2. Assignment

In consideration for the participation in and opportunity for selection in OCR’s OC Photography Contest, Photographer hereby irrevocably assigns and transfers to OCR all of Photographer’s universal right, title and interest in and to all Image(s), including without limitation all intellectual property, including all copyrights, whether now existing or hereafter acquired.

Photographer agrees that Photographer has no right to use the Image(s) once submitted to OCR.

Photographer agrees to cooperate and take all action reasonably requested by OCR in connection with the assignment of Photographer’s rights to OCR under this Agreement, including executing and delivering to OCR all documents, or providing information pertaining to the Image(s). Specifically, but without limitation, Photographer agrees to assist in filing copyright applications in the United States or elsewhere if requested by OCR. Photographer agrees to OCR’s use of Photographer’s name in conjunction therewith if OCR so chooses.

3. Release

In consideration for the participation in and opportunity for selection in OCR’s OC Photography Contest, Photographer hereby grants OCR and its directors, officers, members, employees, agents, and representatives permission to use the Photographer’s name, photograph or likeness in connection with the Contest. Photographer understands that such use may include, but is not limited to, use in connection with the Contest, publications, advertisements, news releases, websites, and social media, if OCR so chooses.

4. Term of Agreement

This Agreement shall continue until Photographer’s delivery to OCR of the Image(s) for the Contest, as described herein.

5. Image(s) Specifications

Image(s) shall be 300+ dpi and delivered in a reasonable format and quality for the Internet and print media use and enlargement.

6. Representation and Warranty

Photographer represents and warrants that Photographer owns all right, title and interest in and to the Image(s), including copyright, no third party has any rights in, to, or arising out of the Image(s), and Photographer has the full right and power to enter into this Agreement and grant the rights set forth herein. Photographer further represents and warrants that OCR is under no obligation to credit Photographer or any other third party as the author of the Image(s).

7. Indemnification

Photographer shall fully indemnify, hold harmless and defend (collectively “indemnify” and “indemnification”) OCR and its directors, officers, members, employees, agents, and representatives (“collectively, “Indemnified Parties”) from and against all claims, demands, actions, suits, enforcement proceedings, damages, liabilities, losses, settlements, judgments, orders, costs and expenses (including but not limited to reasonable attorney’s fees and costs, courts costs, judgements, orders, and sanctions), whether or not involving a third party claim, which arise out of or relate to the Photographer’s participation in the Contest and the Image(s) provided pursuant to this Agreement.

8. Intellectual Property

Photographer shall specifically defend, indemnify, and hold harmless OCR and its directors, officers, members, employees, agents, and representatives (“collectively, “Indemnified Parties”) from any claims by any third party of claims for infringement, violation of patent or trademark laws and regulations, violations of intellectual or proprietary property rights, whether intentional or unintentional, and Photographer shall fully and completely indemnify OCR in accordance with the provisions of paragraph 7, Indemnification, above.



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9. Termination

OCR has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving written notice to Photographer.

The provisions of Paragraphs 2-3 and Paragraphs 6-8, inclusive, shall survive any expiration or termination of the Agreement.

10. Compliance with all Laws

Photographer shall participate in the Contest and deliver the Image(s) in accordance with and shall comply with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations, and lawful order.

11. Relationship Between the Parties: Independent Contractor

Photographer and OCR each acknowledge and agree that as to each other they are and shall at all times be independent contractors for all purposes under this Agreement, and this Agreement shall not be construed as creating an employment, partnership, joint venture, or agency relationship between the parties hereto no will either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

12. Waiver

A waiver by OCR of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

13. Modifications

No cancellation or modification to this Agreement, shall be effective unless set forth in writing signed by both parties.

14. Integrated Contract

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal contract or implied covenant shall be held to vary the provisions herein.

15. Amendments

This Agreement may be modified or amended only by a written document executed by both Photographer and OCR.

16. Governing Law; Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Photographer and OCR agree that venue and jurisdiction for purposes of resolving any dispute that arises in connection with this Agreement shall lie only in courts located in Orange County. The parties recognize that remedies at law may be inadequate to protect OCR against the breach of this Agreement and the parties therefore consent to the granting of injunctive relief, whether temporary, preliminary or final, to either party without proof of actual damages.

17. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

18. Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19. Notices

Any notice or written communication required or permitted by this Agreement shall be in writing and shall be sent by personal delivery, electronic mail or facsimile transmission or overnight courier service providing tracking and proof of delivery, addressed to the other party at the address shown below or at such other address for which such party gives notice hereunder. Notice shall be deemed to have been given on the day of personal delivery, upon confirmation of receipt after transmission by facsimile or electronic mail, or three business days after deposit in the mail, as applicable, except that notice of change of address shall be effective only upon receipt.

20. Counterparts

This Agreement may be signed in one or more counterparts, each of which shall be considered an original and which shall, taken together, constitute this Agreement.

The parties hereto have executed this Agreement as of the date indicated above.

Signature: _____ Date: _____

Signature: _____ Date: _____

Dave Stefanides, CEO, Orange County REALTORS®