

## PERSONAL COURAGE SUBMISSION AGREEMENT

**This Submission Agreement** ("Agreement"), dated as of \_\_\_\_\_, ("Effective Date"), is entered into by and between Alexandra Publishing, Inc., an Ohio corporation ("Alexandra Publishing") and the individual signing below ("Contributor").

Alexandra Publishing is willing to publish the story submitted by Contributor ("Story"), but only on the following conditions:

- a. *Payment.* Alexandra Publishing will pay a permission fee of \$100 for use of the Story. This is the sole compensation due Contributor for the Story, whether the Story is used in one publication or many.
- b. *Release of Alexandra Publishing.* Contributor hereby releases Alexandra Publishing and its subsidiaries, affiliates, directors, officers, employees and agents from any and all claims arising out of or relating to the Story or Alexandra Publishing's use thereof (or decision not to use the same) except use in violation of this Agreement. Contributor has retained a copy of all materials submitted and further releases Alexandra Publishing from any and all liability for loss or damage by Alexandra Publishing to any materials received from Contributor.
- c. *License.* Contributor hereby grants Alexandra Publishing a worldwide license to reproduce, publish, display, transmit, translate, modify, create derivative works of and otherwise use the Story (and to permit others to do the same), in whole or in part, separately or as part of a collective work, in any media now known or hereinafter invented, for the full term of copyright. This license shall be non-exclusive with no expiration date. Should the contributor 'work' be published elsewhere after it appeared in Alexandra Publishing's publication, a "Published first at Personal Courage" must be posted with the work.
- d. *Attribution.* Alexandra Publishing agrees to give attribution to Contributor in a manner determined by Alexandra Publishing. e. *No Confidential Relationship.* Alexandra Publishing has the right to disclose the Story as it deems necessary to the re-view process. Nothing in this agreement shall be deemed to create a confidential relationship between the parties.
- f. *Warranties.* Contributor represents and warrants that (a) unless expressly indicated otherwise on Addendum A, Contributor is the sole author of the Story; (b) Contributor owns all right, title and interest in the Story, including the right to disclose it to Alexandra Publishing without violating any intellectual property,

privacy, publicity or other right of any third party; (c) no agreement exists, whether written or oral, that may be inconsistent with this Agreement, (d) the Story does not contain any libelous, defamatory, obscene or offensive material. Contributor further represents and warrants that all individuals depicted in any Story have given their permission to publication of the Story and that the Story is based on real life events and does not contain any false or misleading statements.

*g. Limitations on Liability.* Alexandra Publishing shall have no liability to Contributor under this Agreement for any direct, consequential, incidental or punitive damages, including, without limitation, lost profits, lost revenues or lost business opportunities. In the event that a court or other tribunal of competent jurisdiction refuses to enforce the foregoing limitation, Alexandra Publishing's liability with respect to any and all claims made under this Agreement shall not exceed **\$100.00**. Contributor understands that these limitations on liability are required in order for Alexandra Publishing to be willing to publish the Story and that if it were not for these limitations, Alexandra Publishing would not publish the same.

*h. General.* This Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of laws provisions thereof and the parties consent to the exclusive jurisdiction and venue of the courts located in the State of Ohio.

This Agreement (together with Addendum A) constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or representations between the parties.

Contributor agrees that by signing below, he/she has read and agrees to all of the provisions of this Agreement. Contributor affirms that he/she is at least 18 years old or, if under 18, that his/her parent or legal guardian has also signed this Agreement.

Contributor's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If under 18, signature of parent or legal guardian:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title of Story \_\_\_\_\_

Please identify any authors or contributors to the story other than yourself.

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