



THE CALENDAR COMPANY

## PHOTOGRAPHY SUBMISSION GUIDELINES FOR YEAR 2019 CALENDARS

January 31, 2017

BrownTrout Publishers, Inc. ("BrownTrout") is pleased to present the following Photography Submission Guidelines for 2019 calendars and for other products published during the same time frame as the 2019 calendars (hereinafter, "Guidelines"). Thank you in advance for your interest in BrownTrout and for your compliance with the Guidelines.

**AGREEMENT TO TERMS AND CONDITIONS:** PLEASE READ THESE GUIDELINES THOROUGHLY. BY SUBMITTING IMAGES TO BROWNTROUT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH IN THESE GUIDELINES, AND TO THE PHOTOGRAPHY RATES CONTAINED HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AND TO THE STATED RATES, PLEASE DO NOT SUBMIT IMAGES. THESE TERMS AND CONDITIONS SUPERSEDE ANY TERMS AND CONDITIONS ACCOMPANYING YOUR SUBMISSION OF IMAGES, AND ALSO ANY PREVIOUS AGREEMENTS, CONTRACTS, OR UNDERSTANDINGS YOU MAY HAVE HAD WITH BROWNTROUT FOR PRIOR YEARS. EDITED AND/OR ALTERED TERMS AND CONDITIONS ARE NOT ACCEPTED.

Please note that references to "we", "us" and "our" include BrownTrout together with BrownTrout subsidiaries and imprints (for example, Plato, Faces, Chess Press, Adventure, Vine Publications and others as we determine) and related product lines. References to "you" and "your" include photographers and others who submit images for review and use by BrownTrout. References to "images", "photographs", and "photos" include all traditional and digital formats, plus accompanying text and metadata.

**Digital File Submission:** All images must be submitted in digital format. Please refer to our **2019 Digital Photography Requirements**, accompanying this document. BrownTrout reserves the right to destroy all digital files upon distribution of the year 2019 calendars and Other Products. CD's, DVD's and Flash drives will be destroyed. (Physical slides will not be accepted except in specific cases authorized in advance and in writing. Return freight charges will apply.)

- Please review the **2019 Digital Photography Requirements** thoroughly. If upon initial inspection your submission does not adhere to the requirements, we will not process your submission, nor notify you of our decision not to use your submission for our 2019 calendars.
- Complete the enclosed Submission Acknowledgment form and include with your submission, or scan/email, fax or mail to us. Be sure to include your overall copyright/credit data, as this will be the default credit we use on each of your images (instead of data in the metadata as before). This is due to us by Friday, February 17, 2017.
- Please include a cover letter that includes your current mailing address (and separate shipping address, if different), telephone number, and e-mail address, as well as the contents of the package. (We will be shipping you samples of calendars where we use your images.) Be sure to retain a copy for your records.
- Complete the enclosed W-9 form as well, detailing your current address and your Federal Tax ID number. BrownTrout cannot issue payment without this completed form. Please return the W-9 with your submission, or via email, fax or postal mail. A new W-9 must be completed and returned each year that you submit.
- Submit images clearly organized by subject in individual folders. Do not be concerned if an image applies to more than one subject. See our website ([www.browntROUT.com/calendars](http://www.browntROUT.com/calendars)) for details on specific titles and categories. Please note that we will consider Other Product submissions from calendar submissions in accordance with these Guidelines.

### BROWNTROUT PUBLISHERS, INC.

201 Continental Blvd., Suite 200 | El Segundo, CA 90245 | 800-777-7812 | Fax: 310-460-0107 | [www.browntROUT.com](http://www.browntROUT.com) | [www.btsUBMIT.com](http://www.btsUBMIT.com)

- For regional titles, separate your submission by region. For example, do not separate your submission for lighthouses in general, but instead separate your submission for New England lighthouses or Pacific Coast lighthouses, as applicable.
- Keep a record of the number you have assigned each image in order to identify images listed on the Confirmation of Use.
- Please make sure all caption information is accurate and is within the metadata of the related image. We do not accept that information over the phone or by email, unless we initiate the request. If there is no metadata within your image, we will not select that image for publishing. Include accurate photo caption information in the metadata, including dog and cat breed information. For vehicles, metadata must include year, make and model. If you are uncertain about the accuracy of your data and the identifying caption, please do not submit the images to us for review. Copyright/credit data must be submitted on the Photography Submission Guidelines Acknowledgement.
- When a photograph includes recognizable people or private or commercial property, a signed model release or property release, respectively, must be obtained by the photographer, and so noted in the metadata (see 2019 Digital Photography Requirements). Also, when a photograph features art (including all sculpture), a written consent must be obtained from the artist or copyright holder and so noted in the metadata. If the artwork, to your knowledge, is in the public domain (i.e., created before 1910), please note in the metadata. By submitting images to BrownTrout, you acknowledge you have the necessary written releases or consents on file.

**Delivery of Images:** We prefer submissions via FTP. (Please see our "Frequently Asked Questions" and "2019 Digital Photography Submission Requirements.") You may also submit your images either by Registered U.S. Mail, Federal Express or other carriers. Please do not call or email, asking if we have received your submission. Instead, please verify proof of delivery with your carrier.

Please use the following address for Registered U.S. Mail, Federal Express or other carriers:

**BrownTrout Publishers, Inc.**  
**Attn: Submissions Editor**  
**201 Continental Blvd., Suite 200**  
**El Segundo, CA 90245 USA**  
**Phone: 800-777-7812**

**Submission Deadline: March 15, 2017**

*(We will accept images before March 15, 2017, and extensions are available upon request.)*

**Procedure upon BrownTrout's Receipt of Images:** When your submission is received, we will record the date of receipt, tracking numbers and contents. We will not notify you that we have received your submission. We will only notify you, via email, of any discrepancies.

**Grant of Rights:** With respect to the images submitted by you and chosen by BrownTrout, you grant to BrownTrout the worldwide right and license to use the chosen images on a non-exclusive basis in connection with the manufacture, publication, distribution, promotion, advertisement and sale of year 2019 calendars and Other Products including Standard Wall, Deluxe Wall, Mini Wall, Engagement Calendars/Planners, Slimline, Short Slimline, Slimline Diary, Pocket Planners, Bookmarks, Personal Planners, Folder Portfolios/Planners, List Pads, Academic Notebooks, Composition Books/Planners, Spiral Notebooks/Planners, Desk Pads, Boxed and Locker Calendars, as well as Textile and Stationery Items and any other calendar and non-calendar formats to be determined. Other Products by BrownTrout may include magnets, address books, mouse pads, doormats, pillows, framed art, wall art, t-shirts, phone cases, note pads, desk blotters, perpetual calendars, promotional calendars, note cards, gift cards, invitations, mom's organizers/planners, wedding/engagement/pregnancy organizers/planners, custom calendars, and any other products to be determined, exclusive of books (hereinafter referred to as "Other Products or Other Product") in format for the duration of our publication, distribution, promotion, advertisement and sale of year 2019 calendars and of the Other Products. This right and license includes market editions of a BrownTrout imprint that use the same images, yet may have a slightly different title and different cover image. Other market editions include language editions and "resized" mass-market editions. This right and license also includes the right to make such editorial changes to the images, as BrownTrout deems appropriate in the exercise of its sole discretion.

After accepting the rates offered by BrownTrout for use of the image(s) contained in these Guidelines, and specified on the Confirmation of Use document, you are required to sign and return to BrownTrout via scan/email, fax or postal mail, all pages of the Confirmation of Use document within 48 hours. BrownTrout cannot use your images **without your confirmation**. If there has been a change of circumstances upon receipt of BrownTrout's Confirmation of Use document, and/or the rights to the chosen image(s) that you have granted permission for are no longer available to BrownTrout, it is your responsibility and burden to notify us immediately in writing so that we can replace the images at issue prior to printing. If we do not receive such a notice in writing prior to printing, BrownTrout shall hold you responsible for the rights you have granted to us in connection with the chosen images and for the warranties and indemnifications you have made in connection with the chosen images as set forth in these Guidelines.

**Warranties:** In connection with the images submitted by you and chosen by BrownTrout, you represent and warrant to us as follows: (a) that you own the images submitted or that you have the right to license the use of the images submitted; (b) that you have the full right, authority and power to agree to the terms set forth in the Guidelines and to perform all required obligations under the Guidelines; (c) that you have obtained written permission from every person depicted in the subject matter of the photographs and in the case of art (including sculptures), you have obtained written permission from the owner of the copyright of the artwork; and (d) that the rights granted to us to use the images submitted do not infringe or violate any rights of any third party, including, without limitation, any right of privacy, publicity, copyright, trademark, or any other proprietary right. These warranties shall survive the termination of these Guidelines.

**Approval:** By submitting images to BrownTrout, and approving the Confirmation of Use, you waive any and all right to approve how we may use your images with respect to the manufacture, publication, distribution, promotion, advertisement and sale of the year 2019 calendars or in the Other Products.

[illegible]

| Photographer Name |                |              |         |       |           |                    |
|-------------------|----------------|--------------|---------|-------|-----------|--------------------|
| ISBN              | Title          | Format       | Month   | Cover | Photo ID  | Name / Affiliation |
| 0000-1            | Calendar Title | Square 12X12 | 04APR14 | Yes   | img_00349 | Photographer Name  |
|                   |                |              |         |       |           | \$100.00           |
| 0000-2            | Calendar Title | Mini 7X7     | 01JAN14 | No    | img_00392 | Photographer Name  |
|                   |                |              |         |       |           | \$50.00            |
| Total Images: 2   |                |              |         |       |           | Total: \$150.00    |

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accordance with the Guidelines by way of a Confirmation of Use. **In order for BrownTrout to use, print, and publish the images listed on the Confirmation of Use, BrownTrout requires that you sign each page of the Confirmation of Use document, and either scan/email, fax or mail the entire Confirmation of Use back to us within 48 hours.**

**Cancellation of Use:** BrownTrout reserves the right in the exercise of its sole discretion not to select or use the images you have submitted. Further, BrownTrout reserves the right to cancel the use of images listed in a Confirmation of Use sent to you. If a Confirmation of Use has already been sent to you and BrownTrout decides not to use your images, then BrownTrout shall send you a Cancellation of Use document (hereinafter, "Cancellation of Use"), the form of which is attached hereto and incorporated herein. If BrownTrout decides not to use your images, you shall be entitled to no payments with respect to those images. A Cancellation of Use document certifies that BrownTrout will not use your image in the production of any 2019 calendar products or Other Products.

**Invoicing and Payment:** A completed Confirmation of Use will be sent to you in the event we choose your images and the Confirmation of Use shall confirm the price to be paid by BrownTrout in accordance with these Guidelines for use of your images in the year 2019 calendar line and in Other Products. Photo fees shall become payable by BrownTrout after receipt of your invoice, which is only accepted after all rights have been cleared, and any cancellations processed. Payments will be mailed no later than December 31, 2019, via check issued from a US bank. (Any request for electronic funds transfer must be made in advance, and a \$30 fee will be deducted from the invoice total.) The fees indicated on the Confirmation of Use, are in US Dollars, and include any and all sales, use and/or other taxes applicable to sale of images by you to BrownTrout for calendar use. **You are responsible for paying to the proper taxing authority of your state or country all sales, use and/or other taxes applicable to the images you have licensed to us. BrownTrout will pay against invoices as long as we have a current W-9 on file and the invoice includes your Federal Tax ID number.** (We have enclosed a sample invoice for your consideration.) BrownTrout will issue a 1099 at the end of the year.

**Use of Photography Rates:** Year 2019 calendars and Other Products including Standard Wall, Deluxe Wall, Mini Wall, Engagement Calendars/Planners, Slimline, Short Slimline, Slimline Diary, Pocket Planners, Bookmarks, Personal Planners, Folder Portfolios/Planners, List Pads, Academic Notebooks, Composition Books/Planners, Spiral Notebooks/Planners, Desk Pads, Boxed and Locker Calendars, as well as Textile and Stationery Items and any other calendar and non-calendar formats to be determined. Other Products by BrownTrout may include magnets, address books, mouse pads, doormats, pillows, framed art, wall art, t-shirts, phone cases, promotional calendars, note pads, desk blotters, perpetual calendars, note cards, gift cards, invitations, mom's organizers/planners, wedding/engagement/pregnancy organizers/planners, custom calendars, and any other products to be determined, exclusive of books (hereinafter referred to as "Other Products or Other Product")

THE CALENDAR COMPANY  
CANCELLATION OF USE (June 12, 2015)  
IMAGES FOR YEAR 2016 CALENDARS AND OTHER PRODUCTS

You are hereby advised that BrownTrout Publishers, Inc. and its imprint collectively hereinafter "BrownTrout" have decided not to use in the year 2016 calendar line or in Other Products the below listed images submitted by you. You were previously sent a Confirmation of Use confirming that some or all of the images listed below would be used and paid for by BrownTrout at the prices indicated. In accordance with the cancellation and other terms set forth in BrownTrout's Photo Submission Guidelines dated March 5, 2014, BrownTrout shall not be responsible for paying for the cancelled images listed below. To the extent that the cancelled images listed below do not comprise all of the images listed in the Confirmation of Use previously sent to you, BrownTrout shall be responsible for paying for the images actually used at the per image pricing set forth in the Confirmation of Use. Thank you for understanding.

LISTING OF IMAGES CANCELLED BY BROWNTROUT:

| ISBN   | Title          | Format       | Month  | Cover | Photo ID  | Name / Affiliation | Photo Fee |
|--------|----------------|--------------|--------|-------|-----------|--------------------|-----------|
| 0001-0 | Calendar Title | Square 12x12 | 10OCTa | Yes   | BMS_00102 | Photographer Name  | \$100.00  |
| 0001-0 | Calendar Title | Mini 7x7     | 08AUGa | No    | BMS_00406 | Photographer Name  | \$50.00   |

Photographer Name: 6/12/2015 4:00 PM

**Above:** A Cancellation of Use is sent to you via email when we cancel use of an image. It restates the terms from this Guidelines document, and lists the canceled images. No signature is required on this document.

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The following rates apply and include any and all sales, use and/or other tax applicable to your sale of images for calendars or Other Products. You are responsible for paying to the proper taxing authority of your state or country all sales, use and/or other tax applicable to the images you have sold to us.

BrownTrout will pay the photographer as follows:

|   |   |
|---|---|
| <b>Square and Deluxe Wall Calendar</b>                              | \$150 per featured image  |
| Square and Deluxe Wall Calendar (short run)                         | \$100 per featured image*   |
| Square Wall Calendar (imprints)                                     | \$100 per featured image (same fee for short runs*)   |
| Square and Deluxe Wall Calendar Grid                                | \$25 per featured grid image (same fee for short runs*)   |
| Bonus Image (smaller image on six-month planner page)               | \$100 per featured image  |
| Bonus Image (short run)   | \$75 per featured image   |
| <b>Mini Wall Calendar</b>   | \$60 per featured image   |
| Mini Wall Calendar (short run)                                      | \$50 per featured image*  |
| <b>Personal Planner, Pocket Planner, Engagement Cover</b>           | \$50 per cover image  |
| Personal Planner, Pocket Planner, Engagement Interior               | \$25 per interior image   |
| <b>Journal Cover</b>  | \$50 per cover image  |
| <b>Slimline, Desk Pad &amp; List Pad</b>                            | \$50 per featured image   |
| Slimline Cover  | \$75 per cover image  |
| <b>Folder Planner Cover (large)</b>                                 | \$150 per cover image   |
| Folder Planner Cover (small)  | \$75 per cover image  |
| <b>Boxed Calendar, 365 Days Wall Calendar</b>                       | Negotiated individually, initiated by BrownTrout.   |
| <b>Academic Products</b>  |   |
| Locker Calendar, Academic Calendar, Desk Pad, small Spiral Notebook | \$50 per featured image   |
| Notebook Academic Planner, Composition Book, large Spiral Notebook  | \$75 per featured image   |
| <b>Doormat</b>  | \$150 per featured image  |
| <b>Framed Art</b>   | \$150 per featured image  |
| <b>Pillow</b>   | \$150 per featured image  |
| <b>All other uses in year 2019 calendars</b>                        | Except as set forth in these Guidelines, the price for all other uses of images, including, without limitation, reused images, shall be negotiated. |

\*"Short-Run" titles have smaller printed quantities.

**Covers:** Featured images chosen for covers of calendars and most other products, will receive a special photography credit within the interior of the calendar. There is no additional fee paid for images selected for covers, unless stated above.

**Return of Images:** BrownTrout reserves the right to destroy all images submitted on digital media upon distribution of the year 2018 calendars and Other Products. CD's, DVD's and Flash drives will be destroyed.

**Sample Calendars:** BrownTrout will ship to you, three complimentary copies of each calendar in which your photographs appear, once the calendars are printed. To order additional copies of these calendars, or any other BrownTrout calendar at a discounted rate, email [sales@browntrout.com](mailto:sales@browntrout.com).

**Paragraph Headings:** The headings of the paragraphs herein are for convenience only and in no way limit or affect the provisions hereof.

**Governing Law:** The terms and conditions of the Guidelines herein, the interpretation thereof and the rights and obligations hereunder, shall be governed and determined by the laws of the State of California in the United States of America. Photographer agrees and consents to venue and jurisdiction within any court (state or federal) located in the County of Los Angeles, State of California, agreeing that any such court would have exclusive jurisdiction over any dispute, case or controversy arising under or in connection with these Guidelines, and that any such California court shall be a proper forum in which to adjudicate such dispute, case or controversy.

**Entire Agreement:** The terms of the Guidelines set forth herein control the relationship between BrownTrout and you and may not be amended or waived unless in writing signed by both BrownTrout and you. The terms of the Guidelines set forth herein supersede any and all prior and contemporaneous agreements and understandings *and* any prior photo submission guidelines received by photographer.

*Thank you for your fine submissions to our line of products. Your work has helped BrownTrout distinguish itself in a very competitive marketplace and we are grateful for your participation. We will continue our award-winning efforts in 2019, designing and producing high-quality calendars and Other Products.*