



Artist Contract

5280 Publishing, Inc.
1224 Speer Boulevard
Denver, CO 80204
Tel 303.832.5280
Fax 303.832.0470
www.5280.com

Photographer/Illustrator _____ Date _____

Address _____ Phone _____

Email _____ TIN# or SS# _____

Description of Project _____ Fee _____ Deadline _____

In consideration for the fee paid by 5280 Magazine to Artist, Artist grants to 5280 Magazine the rights of use set forth below and otherwise agrees as follows:

1. 5280 Magazine shall have the unlimited right to publish the Work in the print medium for one magazine issue, including promotional rights as described in paragraph two. The Work shall be credited to Artist upon publication.
2. 5280 Magazine shall have the unlimited right to make promotional use of the Work in the print medium, including use of tearsheets by either 5280 Magazine or its contributors or advertisers.
3. 5280 Magazine shall have the unlimited right to publish the Work in the electronic medium for one magazine issue, including promotional rights as described in paragraph 4, provided that the Work shall appear in context to the original cover or page layout. The Work shall be credited to Artist upon publication.
4. 5280 Magazine shall have the unlimited right to make promotional use of the Work in the electronic medium, including promotion of 5280 Magazine or its Web site either directly on the 5280 Magazine Web site or through third-party Web sites or electronic services, provided that the Work shall appear in context to the original cover or page layout.
5. In addition to the promotional rights described above, 5280 Magazine shall have the unlimited right to make promotional use of the Work in any medium (for example, billboards or blow-in cards), provided that the Work shall appear in context to the original cover or page layout.
6. Subject to the provisions of paragraphs 1 through 5, Artist agrees that 5280 Magazine shall have the exclusive right to use the Work for a period of 60 days from when the Work is published. Artist further agrees that this exclusive use applies to Artist's other work that is highly similar to the Work (for example, a different frame from the same photo shoot).
7. 5280 Magazine shall make payment to the Artist in the amount of the fee stated above. In the event Artist requires the services of a third party to fulfill Artist's obligations under this Agreement, 5280 Magazine will not be responsible to pay the fees of any such third party unless agreed to in advance by 5280 Magazine.
8. 5280 Magazine shall make payment to Artist on publication, subject to the provisions of paragraph 7.
9. In the event that 5280 Magazine determines that Artist's services do not meet its requirements or otherwise determines to terminate the assignment, which termination will be at the sole discretion of 5280 Magazine, 5280 Magazine shall pay a "kill fee" to Artist based on the amount of work done, of _____% but in no event shall the "kill fee" exceed 50% of the agreed fee.
10. 5280 Magazine shall return the original Work to Artist upon completion of publication.
11. The terms of this Agreement shall control the respective rights and duties of the parties relative to the Work.

Confidentiality Notice: 5280 Magazine adheres to a strict editorial policy of confidentiality and non-disclosure with respect to the editorial copy or other information contained in any issue of 5280 Magazine. Therefore, Artist shall not disclose any editorial copy or other information to any third party before any issue of 5280 Magazine is made available to the public.

Artist Signature _____ Date _____

Art Director's Signature _____ Date _____

Please sign and return one copy of this contract by fax to Art Director Kevin Goodbar or Assistant Art Director Ric Nepomuceno