

Photography Club of Beaufort Web Site Agreements - 06012020

PREMISES

1. Photography Club of Beaufort (referred to as PCOB herein) is a South Carolina unincorporated, not-for-profit association, whose ownership is vested entirely in its membership.
2. According to its Constitution, PCOB’s guiding purpose is, “to promote the art of photography in the Beaufort, SC area”. In carrying out its missions PCOB operates several web sites (sometimes also called “social media” sites) connected to the world wide web, where it regularly publishes its members’ photographic works, thus incurring certain legal duties under the Digital Millennium Copyright Act of 1998 and other U.S. laws.
3. PCOB regularly sponsors photography competitions and participates in Photographic Society of America (PSA herein) interclub competitions. The publishing of member photographs on PCOB-sponsored web sites is a normal part of member participation in these competitive activities.
4. Member is a PCOB member for the term of JULY 1, 2020 through JUNE 30, 2021, which shall be the Term of the Agreements below.
5. Member desires to have her/his photographic works published from time to time on PCOB’s web sites during this term. “Submit for publication” as used in this agreement will include both the act of submitting Member’s photographic works to PCOB and its agents for publication and display on any of PCOB’s web sites; as well as by Member’s act of self-uploading and publishing such works directly onto any of PCOB’s web sites.
6. By writing “DECLINE” and Member’s initials in this blank _____, Member specifically **declines** to have Member’s works published and displayed on PCOB’s Facebook page or Facebook website only. In that case the phrase “PCOB’s web sites” in the Agreements section will refer to any or all of PCOB’s web sites with the sole exception of its Facebook page/website; and Member’s promises and licenses granted will not apply to PCOB’s Facebook page/web site.

AGREEMENTS: TERM JULY 1, 2020 through JUNE 30, 2021

In consideration for PCOB publishing Member’s works from time to time on its web sites during the term of this agreement, Member promises to PCOB as follows:

- i. Member promises that any and all photographic works that Member shall submit for publication on any of PCOB’s web sites ,will be Member’s own original works for which Member owns all rights, including the right to depict and publish the likenesses of any persons who appear in the works ; and Member conveys to PCOB and its agents a non-exclusive, royalty-free license to publish and display such works on its web sites during the term of this agreement.
- ii. If anyone asserts a claim against PCOB or its agents related to any work or image that I, the Member, submit for publication on any of PCOB’s web sites, whether asserted during this term or subsequent thereto, I will indemnify and hold PCOB and its agents harmless from and against all damages, losses, liabilities and expenses of any kind (including reasonable legal fees and costs, to the extent permitted under South Carolina laws), related to such claim.

So promised and signed on the date shown below

X _____ DATE: _____
MEMBER: (Print) _____

ACCEPTED BY
BY _____ DATE _____
PHOTOGRAPHY CLUB OF BEAUFORT: Print: _____