

Contributor Agreement

This contributor agreement (the “**Agreement**”) is entered into by Positively Empowered by Literature (**PEBL**) and contributing author (the “**Author**”), as of the date of submission (the “**Effective Date**”).

Background

A. PEBL sponsors creative writing contests and publishes creative writing on its websites and in other physical and digital media and methods of publication or public dissemination (“**Publications**”).

B. Subject to the terms of this Agreement, the Author wishes the Author’s original work of creative writing submitted pursuant to this Agreement (the “**Work**”) to be entered into one of PEBL’s contests or to be published by PEBL on its websites or otherwise and PEBL wishes to enter the Work in that contest or publish the Work.

Agreement

Now, therefore, in consideration of the parties’ mutual promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Author’s Ownership of Copyright and Reservation of Rights.

(a) The copyright in the Work will remain with the Author.

(b) Subject to the License and the terms of this Agreement, the Author retains all rights in the Work. If PEBL publishes the Work on its websites or otherwise, the Author will clearly and accurately identify that publication (including the name and, as applicable, website or other place of publication by PEBL and the year of that publication) in any subsequent use of the Work and require any person the Author grants rights in the Work to do likewise.

2. Author’s Grant of Rights.

The Author grants to PEBL a nonexclusive, royalty-free, worldwide, sublicensable license (the “**License**”) under copyright, moral rights, all rights of privacy and publicity and all other applicable rights, for all media and methods of publication, reproduction, distribution, performance, and display, whether now existing or later invented, to (a) reproduce the Work, (b) distribute copies of the Work to the public by sale or other transfer of ownership, or by rental, lease, or lending, (c) perform the Work publicly, (d) display the Work publicly, (e) translate the Work into any language (in which case PEBL will have the same rights in the translation of the Work as in the original), and (f) authorize any third party to do any of the actions permitted by clauses (a) – (e) of this sentence. The License includes all copyrights, trademarks, trade names, rights of privacy or publicity, moral rights and any other similar form of intellectual rights in intangible property or proprietary rights, statutory or otherwise, whether registered or not, and whether applied for or not and all other forms of protection of a similar nature or that relate to

intangible property, ideas or expression, as they may exist anywhere in the world (“**Intellectual Property Rights**”).

3. Author’s Warranties and Undertakings.

The Author warrants that:

(a) The Author is the sole author [(or joint author with the persons identified as joint authors in the submission form)] of the Work and has the power to convey the rights granted in this Agreement;

(b) the Work contains the original thoughts and words of the Author and properly credits the source when the thoughts and words of another are utilized;

(c) the Work has not been previously published, in whole or in part, domestically or outside the United States;

(d) the Work does not infringe any Intellectual Property Rights of any person; and

(e) the Work does not contain matter that is defamatory, violates another’s civil right(s), or other legal right, or is otherwise unlawful; and

(f) if the Work reproduces any textual or graphic material that is the property of another for which permission is required, that material has been specified in writing to PEBL and the Author has obtained written consent for that reproduction.

4. Editing and Printing.

The Author authorizes PEBL to edit and revise the Work prior to publication, but PEBL will not publish an edited or revised version of the Work (other than formatting and other immaterial changes) unless it is acceptable in its final form to the Author.

5. Indemnification and Litigation.

The Author will indemnify and hold harmless PEBL and its officers, directors, employees, agents, subcontractors, attorneys, successors and assigns from and against any and all third-party claims, demands, actions, losses, liabilities, expenses and judgments, including attorneys’ fees, costs of investigation, the fees and costs of experts and other dispute resolution costs (“**Damages**”), arising out of or related to (i) the use of the Work by or on behalf of PEBL or sublicensees in conformance with the License, or (ii) the Author’s breach of any warranty or covenant in this Agreement.

6. Miscellaneous.

6.1 Governing Law.

This Agreement will be governed by and construed under the substantive laws of the State of Colorado, without regard to its choice of law provisions. Exclusive venue for the resolution of any dispute between the parties will be in the state and federal courts for El Paso County,

Colorado, and the parties hereby submit themselves to the personal jurisdiction of those courts and agree to the service of process by any means constituting notice under Section 6.3.

6.2 Severability; Disaffirmance by Minor Author.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which PEBL does business. If any provision of this Agreement or the application thereto to any person or circumstance will, for any reason and to any extent, be invalid or unenforceable the remainder of this Agreement and the application of that provision to other persons or circumstances will not be affected thereby, but rather will be enforced to the greatest extent permitted by law. If the Author is a minor as of the Effective Date, the Author may disaffirm of this Agreement, if and only to the extent permitted by nonwaivable applicable law, only by notice to PEBL delivered no later than 180 days after the Author reaches majority, which period the Author acknowledges and agrees is a reasonable time after majority in which to exercise any right to disaffirm. The Author hereby waives any waivable statutory or other rights to disaffirm or otherwise avoid this Agreement or limit the License, including any moral rights.

6.3 Notice.

(a) All notices, consents, waivers, and other communications under this Agreement must be: (i) in writing and (ii) delivered by U.S. Express Mail, internationally recognized overnight delivery service (e.g. UPS) or e-mail. Absent fraud or manifest error, a receipt signed by the addressee or the addressee's authorized representative, a U.S. Express Mail receipt, a signed delivery service confirmation or a fax or e-mail confirmation of transmission will constitute proof of delivery. The actual receipt by the addressee of any notice will constitute delivery notwithstanding the failure to have complied with any provisions of this Section 6.4.

(b) Notice will be deemed to have been received on the date and time of the signed receipt or confirmation of its delivery or transmission, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case notice will be deemed to have been received on the next succeeding business day. Notices to a party will be addressed as set forth below, or as set forth in any notice of change of address previously given to the other party by notice:

To the Author:

Email provided on the submission.

To PEBL:

Empowered by Literature
6493 Summer Grace St
Colorado Springs, CO 80923
positivelyempoweredbylit@gmail.com

6.4 Caption.

Any paragraph titles or captions contained in this Agreement are for convenience only and will not be deemed part of the context of this Agreement.

6.5 Binding Effect; Assignment.

The parties hereto hereby agree that the obligations entered into herein will be valid and binding on their respective representatives, successors and permitted assigns. The Author may not assign the Author's rights or obligations under this Agreement and any purported assignment is null and void. PEBL may freely assign its rights and obligations under this Agreement.

6.6 No Third Party Beneficiaries.

This Agreement is entered into by the parties for the exclusive benefit of the parties and their successors and permitted assignees. The Agreement is expressly not intended for the benefit of any other person. No third party will have any rights under this Agreement.

6.7 Amendment, Modification, and Waiver.

This Agreement may not be amended, modified or supplemented except pursuant to an instrument in writing signed by each of the parties hereto, except that any party to this Agreement may waive any obligation owed to that party by another party under this Agreement, provided the waiver is in writing. The waiver by any party hereto of a breach of any provisions of this Agreement will not operate or be construed as a waiver of any subsequent breach.

6.8 Definitions and Construction.

Capitalized terms in this Agreement have the meanings assigned to them in this Agreement unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of those terms. In this Agreement, unless a clear contrary intention appears, (a) "Section" and "Exhibit" refer to sections of and exhibit to this Agreement; and (b) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding that term.

6.9 Entire Agreement.

This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.