



## Copyright Agreement And Release of Claims

*Stories of the Shoe* authors and editors, Steve Davis, and Curt Davis are collecting stories to publish a book of Ohio Stadium experiences and memories. They are accepting submissions of stories in a variety of ways, including via e-mail and a project website. **All stories submitted to the authors and editors of "Stories of the Shoe" are considered works made for hire under copyright law. Before writing and submitting your story, please read the Copyright Agreement and Release of Claims.** The authors will select the best stories for publication. Stories published will be identified as to source or originator of the story unless otherwise requested in writing by the storyteller. *No payment will be made for stories.*

Stories used will be chosen by the authors and their advisors based on originality, human interest, content, rarity, and authenticity. *Stories of the Shoe* editors and The Ohio State University reserve the right to determine which stories will be used, and to edit submitted stories for brevity, grammatical errors, language, or publication requirements. Every effort will be made to leave the essence of the story intact.

### Copyright Agreement and Release of Claims

This Copyright Agreement and Release of Claims ("Agreement") is between the following parties:

Name: Steven C. Davis, ("**Editor**"), an individual residing at:  
Address: 504 N High Street,  
Pandora, Ohio 45977

and

Name: \_\_\_\_\_ ("**Contributor**"), an individual residing at:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a story has more than one named contributor, each person shall execute a copyright agreement)

WHEREAS, Editor has specially commissioned material, including but not limited to stories, anecdotes, essays, photographs and images (the "Work") from Contributor for the purpose of publication in a book about Ohio Stadium to be entitled *Stories of the Shoe*, (the "Book"), and

WHEREAS, Contributor has submitted or will submit the Work to Editor.

NOW, THEREFOR, in consideration of Editor's evaluation of the Work for the purpose of publication in the Book, the opportunity for Contributor to have his or her thoughts and experiences memorialized in the Book, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Work shall be and is considered a "work made for hire." Editor exclusively owns all right, title and interest in and to the Work, including without limitation the entire copyright therein. Editor shall be free to use the Work, in whole or in part, in all languages, throughout the world, in perpetuity, in any form or medium now known or hereafter developed, and to license others to do the foregoing.

2. Notwithstanding the provisions of paragraph 1 of this Agreement, to the extent that all or any portion of the Work is not deemed to be a “work made for hire” under the Copyright Law of the United States (or the analogous law of any other country or territory), Contributor assigns to Editor all right, title and interest, including copyright and all rights under copyright, throughout the world, in and to the Work as of the date of creation, including without limitation the exclusive right to publish, print, perform, display, reproduce, distribute and sell the Work and to create derivative works, in all forms or media now known or hereafter developed, including without limitation print, electronic and on-line media, in all languages throughout the world, and the right to license or authorize others to do all of the foregoing. To the extent that any right now or in the future existing is not specifically granted to Publisher by the terms of this Agreement, such right shall be deemed to have been granted hereunder.

3. **Contributor warrants and represents that (a) Contributor has the full power and authority to enter into and execute this Agreement and to convey the rights granted herein, and that such rights are not now subject to prior assignment, transfer or other encumbrance; (b) the Work is the original work of the Contributor(s) (except for copyrighted material owned by others for which written permission has been obtained), has not been previously published in any form, and has been submitted only to Editor or an agent of Editor; (c) the Work does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and does not contain any material that is libelous, defamatory or otherwise contrary to law; (d) all statements in the Work asserted as fact are true to the best of Contributor’s recollection.** In the event that Contributor is in breach of any of the aforementioned warranties or representations, Contributor shall indemnify and hold harmless Editor and Ohio State University, their affiliates, assigns and licensees, against any suit, demand, proceeding, prosecution, losses, liabilities, damages, legal expenses, legal costs or penalties arising from or resulting out of any claim or demand of any kind relating to such breach.

4. The Work will be reviewed and evaluated by Editor for publication in the Book and/or in promotional materials for the Book in any format, including but not limited to printed advertisements and web site (“Promotional Materials”). Editor is not obligated to publish the Work in the Book or in any other medium. Contributor understands that the Work may be edited, abridged, condensed or altered in any way, without restriction, and may be published, broadcast by or in any medium or used in any form, format, or manner, whether now known or hereafter existing, also without restriction. The Work may be subject to further editorial changes, additions, deletions, abridgment and condensation by Ohio State University.

5. The persons named above as Contributors who sign this Agreement will receive credit as the contributor(s) of the Work if it is published in the Book. The form and placement of the credit will be determined by Editor. Contributor’s name will not be used if Contributor requests anonymity in writing and receives written confirmation from Editor that the request has been received. If Contributor does not request anonymity, Contributor hereby grants permission to Editor to publish Contributor’s name in the Book and Promotional Materials for informational, commercial and/or promotional purposes, and hereby releases and forever discharges Editor from any and all claims of damages, demands, and any actions whatsoever, including those based on negligence, arising out of that publication.

6. Editor and Contributor acknowledge that the Work may contain information about the Contributor, including but not limited to Contributor’s likeness, image and stories of personal experiences (“Identifying Information”). Contributor hereby irrevocably releases and forever discharges Editor from any and all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of publication of Contributor’s Identifying Information.

7. This Agreement is irrevocable and shall be binding upon and inure to the benefit of Contributor, his or her heirs, executors, administrators, legal representatives, and assigns, except that Contributor may not assign his or her duties and obligations under this Agreement.

8. Contributor represents and certifies that Contributor’s true age is at least 18 years old, or if under 18 years of age, Contributor’s parent/guardian will execute this document.

9. This Agreement shall be governed by the laws of the State of Ohio applicable to agreements entirely made and performed therein. Any claim, dispute, action or proceeding relating to this Agreement may be brought only in the applicable state and federal courts in the state of Ohio, and Contributor expressly consents to personal jurisdiction and venue in any of those courts and will not object to such jurisdiction on the ground of *forum non conveniens* or otherwise.

10. No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes and terminates all prior agreements, understandings, and representations relating thereto. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

The undersigned Contributor and Editor have caused this Agreement to be executed as of the date indicated below. (If a story has more than one named contributor, each person shall execute/sign a copyright agreement)

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

Contributor's Name: \_\_\_\_\_

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

**\*If executing this electronically via e-mail, please provide your "electronic signature," consisting of typing the letter "s" between two forward slash symbols, followed by your name (e.g., /s/ john smith).**

If Contributor is under 18, parent or legal guardian must type in name and signature below:

Parent or Legal Guardian's Name: \_\_\_\_\_

Parent or Legal Guardian Signature\* \_\_\_\_\_

**\*If executing this electronically via e-mail, please provide your "electronic signature," consisting of the letter "s" between two forward slash symbols, followed by your name (e.g., /s/ john smith).**

Relationship to Contributor \_\_\_\_\_

Editors Signature\*:  /s/ Steven C. Davis

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**Instructions:** *Option 1* - Use the tab key **only** to navigate to the blank lines. Type in the appropriate information, save and e-mail filled in file to sdavis@q1.net.

*Option 2* - You can also print form and manually complete and sign. You can mail completed paper copy to Steve Davis at address below.