

# Project Entry Qualifications, Rights and Agreement

*Include this form as the last page of the project's entry document.*

**Property**

All entries become the property of Northern California Associated Builders and Contractors (ABC NorCal).

**Entry Category Reassignment**

ABC NorCal reserves the right to change an entry's original category if it determines that a project's opportunity to win will be enhanced by the change to the new category. ABC NorCal also reserves the right to redistribute the contract volume levels within a category.

**Photographs** (This section may be copied to a separate page for ease of gaining signature. No amendments will be accepted.) Photographs submitted with the application have been licensed by the photographer to be used by ABC. Applicant has obtained the signature of any third party photographer to reprint the photographs without limitations.

**License to Use:** The undersigned photographer hereby grants Associated Builders and Contractors ("ABC") a non-exclusive license regarding my photographs submitted by applicant in support of its entry in the ABC National Excellence in Construction Awards competition ("Competition"). This license grants ABC an unlimited right to use, reproduce, crop, resize, publicly display, distribute, and transmit electronically including on the internet, my photographs in connection with the Competition including but not limited to the promotion of the Competition and the announcement and promotion of any awards, without payment of any royalty or license or other fee by or from ABC or applicant or agent or other representative of ABC or applicant.

Photographer's Name (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_

**Grant of Rights**

The applicant hereby grants to ABC NorCal the following non-exclusive rights: the right to reproduce, distribute and sell copies of the work throughout the year as part of the competition materials described above, including the right to reprint the work, or any part thereof, whenever necessary and to license the use of the work, or any part thereof, in any medium or form of communication; and the right to use the applicant's name, photographs and biography, in connection with the work. The applicant reserves all rights not specifically granted herein.

**Safety Provision**

No project that involves a prime, multi-prime, subcontractor or any trade related work regardless of the type of contract, that has a safety-related fatality, is eligible for an award.

**Warranty**

The applicant warrants that the work is original, that its publication will not infringe on the rights of others, and that it has the full power to make this grant.

**Notification and News Releases**

ABC NorCal may or may not announce Excellence in Construction Award winners in advance of the May 2, 2025 awards ceremony. News releases will be held until after the actual awards ceremony takes place in May 2025. ABC will provide winners with a news release and photograph within several weeks of the ceremony. Until that time the winners' information is embargoed.

**Applicant Agreement**

I have submitted a check for \$395 payable to "ABC Northern California Chapter" in accordance with the entry fee requirements. I have also uploaded to the portal a project entry that was prepared in accordance with the requirements indicated in this application.

I hereby give permission to Northern California Associated Builders and Contractors (ABC NorCal) to use the photographs and any information submitted to the Excellence in Construction Awards competition in ABC NorCal awards materials, including presentations and printed matter, as well as promotional materials and news releases.

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_