



PHOTOGRAPHER – PICTURE STOCK CONTRACT AND AGREEMENT

I, referred to as “Photographer” attest that I am the sole and exclusive owner, now and in the future, of all original color transparencies, duplicates, negatives, prints, positives and all other photographic matter (hereinafter referred to as “Images”) delivered to Picture Stock, (hereinafter referred to as “Agency or Picture Stock”). Photographer attests that the Images do not knowingly infringe copyright, trademark, right-of-privacy or publicity and do not knowingly defame any third party. Photographer attests that he/she has the right to enter into an agreement with Agency and perform the obligations set forth herewith. Photographer and Agency agree that Agency shall lease and sell Images created by Photographer as described forthwith.

Both parties acknowledge that this Agreement is one of Agency only and does not constitute an employment contract and that Picture Stock is acting in the limited capacity of an independently retained agent on the Photographer’s behalf.

Photographer must download a free “Photographers Registration Welcome Kit” which includes this contract and agreement from the Picture Stock web site. Once Photographer submits first Image submission along with a copy of this signed contract, Picture Stock will register Photographer with Picture Stock as well as all 53 agencies worldwide. An account will then be set up.

Picture Stock is a picture collection and distribution agency only and does not sell any of the images collected directly to buyers. All images are sold through Picture Stock’s 53 affiliates worldwide whom all have contracts with Picture Stock. Picture Stock has been hired by these agencies to collect images on their behalf.

Picture Stock agrees to edit, scan, color correct, categorize, watermark, ID and transfer all Images onto CD’s before distributing CD’s to its affiliated agencies around the world for global sales. All Images are sold as a one-time, non-exclusive usage rights worldwide. All Images are sent out to the affiliated agencies on a daily basis with the Images that were scanned in the previous business day. Images may take 48-72 hours before being delivered to the affiliates and are edited and tailored at each agency to suit the unique needs of various international markets.

Affiliates have the right to refuse any or all Images sent to them from Photographer without notifying Picture Stock or Photographer. Reasons may vary for not accepting Photographer’s Image(s).

All Images scanned and marketed by Picture Stock and its affiliates will not be manipulated in any way, shape or form other than by color correction, cropping and enhancement if the need arises.

It is the sole responsibility of the Photographer to obtain any model/property/minor releases for Images that require them and releases must be made available to Picture Stock upon request.

Photographer is not required to submit any model/property/minor release forms with Image submissions. Picture Stock will contact Photographer directly for any required releases at the time an Image is in the process of being licensed/sold.

Images do not have to be identified or categorized upon submission. In the event a client requires additional information pertaining to an Image, Picture Stock will contact Photographer for additional information.

Photographer agrees that Picture Stock and/or its affiliates may sell any Image to any client globally with no restrictions, at a competitive price that is arrived at by a sales representative. Factors such as type of media, press run or circulation, Image reproduction size and placement, as well as, duration of use will help to determine a fair market price.

All Images are licensed as a one-time use only with additional charges when Images are re-used by the same client. Photographer will earn 50% royalty each and every time an Image is licensed. The 50% is based on the cost of the Image alone and does not include any shipping/handling costs to have Image delivered to the client or any applicable administrative fees that are charged to the client by our affiliates.

When a client wishes to purchase an Image, Picture Stock will send a "Picture Release Form" to Photographer along with a copy of the Image as an attachment via e-mail. All the details pertaining to the Image will also be included (i.e. client name, address, where Image will be used, period of usage, countries Image will be used in, size and placement of Image as well as, the selling price). If Photographer agrees to all terms, Photographer will reply to the e-mail with "Agree" and the Image will then be released and sold. A royalty check and statement will be sent to Photographer on the 10th of the following month. Should the 10th of the month land on a weekend or holiday, the check will then be mailed out on the next business day.

If Photographer replies to the e-mail with "Disagree," the picture sales order will be cancelled and another picture will be selected from another photographer.

Photographer must reply to all 'Picture Release Form' e-mails within three (3) business days. If no reply is received by Picture Stock, the picture sale will be cancelled and another image will be selected from another photographer.

If Photographer has no Images sold in any one given month, no statement will be sent out to Photographer on the 10th of the following month.

All Images submitted to Picture Stock and selected for worldwide sales will remain on the market for a period of three (3) years. Images that continue to sell will remain on the market after the three year period and until sales have been exhausted. Photographer will be notified if any pictures remain on the market after the three year period.

Picture Stock and its affiliated agencies are hereby granted full permission by Photographer for the use of all Images submitted to Picture Stock for advertising and promotional purposes with no form of compensation awarded to Photographer. This includes, but is not limited to brochures, postcards, print run catalogs, CD's, web sites, television advertisements and other advertising outlets. Images must be advertised in order to be sold and therefore no compensation is provided until a client purchases an advertised image.

Photographer agrees to submit a minimum of 25 images to Picture Stock each calendar year in order to have Photographer's account remain open and active.

Picture Stock will send out approximately one newsletter by e-mail each season (4 times per year) and Photographer must NOT opt-out of this newsletter. If Photographer opts-out of our important information newsletters, Picture Stock has the right to close down Photographer's account since Picture Stock will not be able to send out any future "Picture Release Forms" by e-mail. When Photographer's e-mail is removed, account may be closed.

Photographer must have a valid e-mail address, mailing address and phone number at all times in order to keep account operational, active and open.

Photographer has the right to request Picture Stock and its affiliates to remove any or all Images from all files at any time for any reason without being charged any fees. Images will then be removed from our files, the files of our affiliates, their web sites and deleted from any future catalog print runs and/or CD's used to send to clients. These requests are acted upon immediately but can take up to 90 days before all Images are deleted from all files worldwide. If Photographer wishes to cancel his/her account with Picture Stock, Photographer must do so by sending a letter of cancellation by regular mail. Once Images are removed and deleted from our files and the files of our affiliates, no Image will be kept in any form thereafter. Photographer's account with Picture Stock will then be closed.

As a company policy and for privacy reasons, Photographers are prohibited from contacting Picture Stock's affiliate agencies for whatever reason. All forms of communication must be handled directly through Picture Stock.

The Image submission fees are due at the time the Images are submitted and are non-refundable once a picture editor has reviewed and processed Photographer's work. The fees are to help offset some of the costs involved in bringing the Photographer's Images to the worldwide market. These costs include picture review and editing, scanning and watermarking of Images, color correcting, enhancement, cropping, categorizing, placing Images onto CD's to be distributed and/or displayed on the web site's of our affiliates, placing Images in catalogs and CD's to be sent out to clients that purchase stock photography, administrative costs, such as setting up an account with our agency and registering Photographer with our affiliates worldwide. This fee also encourages Photographer to be more selective in submitting best Images only.

Payments to Picture Stock could be made by personal check, business check, money order, credit card, or PayPal.com. Photographer whom is living outside North America must pay by credit card or bank draft, drawn on a US bank. All payments must be in US dollars.

Picture Stock pays out all checks and money orders in US funds. Foreign payments are paid by International Money Order which is cashable in any country worldwide.

When Photographer has three (3) Images sold, all future Image submission fees will be waived off. Photographer will only be responsible for return shipping costs. If Photographer submits digital Images on a CD, DVD or diskettes and requests to have Images destroyed after Picture Stock is done with them, no return shipping fees will be necessary. Photographer must check off a box on the 'Image Submission & Order Form' indicating that Photographer does not wish to have digital Images returned. All prints, slides, transparencies and negatives must be returned back to Photographer and return shipping and handling fees must be included when submitting this type of media.

All CD's, DVD's and diskettes are shredded and destroyed by Picture Stock if not returned.

Picture Stock will send Photographer who submits digital Images and request that digital Images are not to be returned back to Photographer an e-mail confirming Images have been processed and distributed to agencies. This e-mail will contain Photographer's ID Number. Photographer sending Images that must be returned will have Photographer ID Number included in the same package with returned images.

Photographers living in the USA and all foreign countries must submit their Images and orders to our US address. Photographers living in Canada may submit their Images and orders to either address. All fees are payable in U.S. funds only.

All Images are returned in the same condition they are received in. It takes approximately 2-4 weeks to have Images returned to Photographer depending on the current volume flow Picture Stock is dealing with at that time. Regular United States Postal Service is the method we use to return Images from the Picture Stock processing facility to Photographer. Shipments sent in this fashion are not traceable and uninsured. All image submissions must include the return shipping fees in order to have Images returned. You may prefer to have your Images returned back to you by FedEx® for an additional fee. Photographer must include the additional fee for FedEx® return shipping when submitting Images to Picture Stock. Current, FedEx® prices can be found on the Picture Stock "Image Submission & Order Form."

If Photographer has an account number with FedEx®, Picture Stock will ship out the Images using Photographer's own account number who will then be billed directly for all shipping charges by FedEx®.

Picture Stock will do everything in its power to ensure that all Images submitted are handled with the greatest amount of care. Picture Stock, however, will not be liable in any way, shape or form for any photographs, slides, diskettes, CD's or other forms of media lost or damaged. Photographer has the right to purchase optional insurance for Images from an independent broker or insurance organization. For this reason, digital images are preferred instead of prints, slides or transparencies which could not be replaced if lost.

When submitting any mail or Images to Picture Stock, Photographer's full name and address must be clearly printed on the package or envelope as the sender. For security reasons, Picture Stock has the right to refuse any envelope or package that does not have a return name and address printed in the top left hand corner.

Photographer agrees to make an effort to submit best Images only. Picture Stock must put up an investment over and beyond the submission fees charged to Photographers when submitting Images therefore, it is important to note "quality as opposed to quantity" is preferred.

Picture Stock has the right, at its discretion, to cancel Photographer's account at any time and delete all Images from all files including our affiliates at any given time, without reimbursement of any monies paid to Picture Stock. Photographer will be notified if account is closed down. Picture Stock may take such measures if Photographer violates any aspects of this agreement.

It is the full responsibility of Photographer to notify Picture Stock of any name, address, telephone number or email change or update. Picture Stock will not make any effort to locate Photographer in the event that royalty checks and statements are returned unclaimed. If Photographer does not respond to our e-mail within three (3) days when a Picture Release Form is sent, the picture order will be cancelled and another picture will be selected. In the event that Photographer cannot be located after a picture has been sold, Picture Stock shall deposit any portion of gross billings due to Photographer in a separate interest-bearing account for a period of one year. If Photographer or a personal representative does not contact Picture Stock before the expiration of such time, the sums on deposit with Picture Stock will be donated to charity and the account will be closed.

In the event that Photographer shall pass away during the term hereof or shall become disabled or incompetent, Photographer or, in the case of death or incompetence, Photographer's personal representative, shall have the right, exercisable by sixty (60) days prior written notice to Picture Stock, to cause this agreement and Picture Stock's authorization hereunder to terminate. Except as may otherwise be provided herein, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Photographer must include a completed 'Image Submission & Order Form' each and every time Images are submitted to Picture Stock. An 'Image Submission & Order Form' is included in the "Photographer's Registration & Welcome Kit"

when downloaded from the Picture Stock web site and additional forms can be printed directly from Picture Stock website free of charge for future Image submissions.

When digital Images are being submitted, Photographer agrees to submit low resolution Images only. When a digital Image is sold, Photographer agrees to e-mail or FTP a high resolution Image of the sold Image to Picture Stock upon request.

All checks returned back to Picture Stock are subject to a \$20.00 USD bank service charge. Any Photographer with an account in arrears will be blocked from future sales until account is paid in full.

Any client who wishes to purchase out-right any Image from Photographer through our affiliates will be notified by a sales representative at a rate Picture Stock feels is satisfactory to Photographer but only if Photographer wishes to part with said Image at that time, at the negotiated price. Photographer will always have the final say to part with any Image out-right. If Photographer agrees to sell full copyrights for a specific Image out right, Photographer must surrender the original slide, negative or other media to Picture Stock before a sales representative drafts the final paperwork.

If Image was produced digitally, Photographer must sign a form indicating that Photographer has deleted said digital Image from any and all computer hard drives and that digital Image no longer exists anywhere else in print or digital form.

No Images will be licensed or distributed to clients until this contract is signed and returned back to Picture Stock. When an Image is sold, a "Picture Release Form" must be replied to and returned back to Picture Stock headquarters by e-mail each and every time an Image is licensed.

In witness whereof the parties have executed this Agreement on _____
(Today's Date)

Please mail a signed copy of this contract (this last page only) with your first Image submission.

Photographer (Print Name) _____

Signature _____

Address _____

E-mail Address _____

Telephone Number _____

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