SCIENCE SOURCE®
IMAGES & VIDEO

AGENCY AGREEMENT

In consideration of Photo Researchers, Inc.'s (DBA Science Source®) agreement to use its best efforts to sell or lease my imagery, I, the undersigned artist, give to you, Photo Researchers, Inc. the following authority and warranties to effectuate this purpose.

AUTHORIZATION RIGHTS

1. (a) I appoint you as my sole and exclusive United States agent and representative with respect to the leasing and sale throughout the world of all digital files, film stills, video, story and text information, and other material delivered to you, now and in the future. All negotiations, terms and compensation concerning the leasing or sale of any of these materials shall be solely in your discretion without prior consultation with me. Notwithstanding the foregoing, any license by you of rights in and to the images on an exclusive buy-out basis shall require my approval, not to be unreasonably withheld.

(b) I shall retain the right to sell or license use of my imagery directly to clients and engage in assignment work for my own account. However, I agree to refrain from actively soliciting or selling my stock images directly or through another agency to customers to which you have introduced me.

TERM

2. This agreement shall commence as of the date set forth below and shall continue for a period of three (3) years and shall renew itself thereafter for a one year period automatically at each expiration date unless terminated in writing by either party sixty (60) days before any expiration date.

CUSTODY, RETRIEVAL AND RETURN OF MATERIALS

3. (a) It is understood that in the event that images are recalled by me, you will use reasonable efforts to remove still images or motion from your website within two (2) months. Any original art in your possession shall be retrieved and returned to me within one year's time.

(b) It is agreed that you will be allowed to continue marketing any imagery featured in your printed promotional campaigns (creative directories, brochures, catalogs, or other forms of printed advertising) for a period of three (3) years following termination of this agreement. Video or stills featured in electronic promotions can be marketed for a period of three months following termination of this agreement. (original art or transparencies of such images will be returned upon termination of this agreement, if requested.)

(c) I understand that certain of my images in time will become dated. You shall have the right, at your discretion, to remove those images from your database.

(d) I understand that it is of primary importance that I furnish you with accurate and complete mailing, and e-mail address information and that I notify you of any change of address. In addition, on the signature page of this agreement I supply you with the name and address of an individual which you may use in attempting to contact me in the future. You shall use reasonable efforts to locate me in the event mailings are returned. However, in the event that material (including, but not limited to original transparencies, negatives, royalty statements, text or digital files) is returned to you unclaimed and you have not received a current address within three (3) years following that event, you may, at your discretion, destroy my material.

WARRANTIES

4. (a) I certify and warrant that I am the sole and exclusive owner of said work and the rights thereto, and I warrant that there are no claims of anyone, including the subjects of the images, outstanding, all necessary permissions having been previously secured unless otherwise indicated in writing.

(b) I warrant that I have the right to sell the photographs, illustrations, video and other materials delivered to you as well as the rights thereto.

(c) I warrant that I have the right to enter into this agreement and to perform my obligations under this agreement. I warrant that the imagery delivered to you does not knowingly infringe any copyright or trademark, or infringe any third party's right of privacy or publicity and does not knowingly defame any third party.

(d) I agree to assume all responsibility and indemnify you against any loss, expense or liability resulting from a judgment that I supplied you with erroneous or inaccurate information regarding ownership, metadata or model or property release information for all imagery deposited with you for sale now and in the future.

ARTIST'S OBLIGATIONS

5. (a) I agree that, if I continue to produce imagery for stock purposes, I will contribute new imagery to you and I will consider your suggestions with regard to producing saleable work.

(b) I agree that if I deliver digital still or motion files to you I will review the submission guidelines provided by you on your website, and will make my best efforts to meet your standard specifications and deliver my material on acceptable media. I will provide you with metadata containing copyright and caption information, preferred credit information as well as applicable model and property release information. Unless previously agreed, it is understood that I will deliver my digital and/or video files by acceptable transfer or media and will not require you, for my purposes, to copy the media delivered to you. If you require additional copies of my digital files for your purposes, I hereby give you permission to copy the media at your own expense.

(c) If applicable, I agree to mount, caption and copyright my still photographs and/or illustrations and indicate if I have a model and/or property release in my possession. Upon request, I agree to furnish you with copies of model or property releases which have been obtained by me. If I have neglected to assign a copyright notice to my material, I hereby authorize you to affix a copyright notice in my name to my transparencies, prints or digital files. I shall assume full responsibility for the consequences of my failure to affix such copyright notice.

COMPENSATION AND PAYMENTS

6. (a) You shall remit a statement along with any monies paid into my account on a quarterly basis. A statement will not be issued if no payments are due to me. You will use your best efforts to provide me with (1) identity of image, (2) identity of client, (3) nature of use, (4) gross billing, (5) net amount due.

(b) You agree to permit me to examine your books and records with respect to my materials and payments made on my account. Any examination will be done upon reasonable notice during normal business hours.

7. (a) Your compensation for your services shall be fifty percent (50%) of the total sum billed and collected by you. In the event of cancellation by your customer after payment has been made to me, I authorize you to deduct the amount paid me from sums due to me from other sales of my images.

(b) I understand that Photo Researchers and I shall receive our regular sales percentage on any resale of material sold by you even after the expiration of the term specified in this contract.

(c) I understand that you use the services of several sub-agents. Compensation to me from all sub-agent sales shall be fifty percent (50%) of gross receipts to Photo Researchers.

(d) The agency may use images submitted under this agreement to advertise or otherwise promote the agency. I recognize that this is beneficial to both myself and the agency, and agree that such use will not constitute a sale and will not be subject to commissions.

(e) Any agreements to share costs for promotions, including, but not limited to, printed catalogs and other direct mail and print promotions or web based promotions including, but not limited to, web banners, ads, e-promos and electronic catalogs will be worked out on a per project basis.

(f) A $20 web placement fee will be charged for the scanning, cleaning and metadata input of color transparencies and a $25 placement fee for black & white or color prints. . No fee will be charged for placing digital files or video clips on the site provided that they meet with agency requirements.

LIABILITIES

8. (a) You agree to supply a suitable environment for the long term storage, care, security and retrieval of my imagery and shall strive to protect and care for it. I understand and agree that you shall not be liable to me, my heirs or assigns for any loss, damage or theft to the imagery submitted to you by me during the term hereof, unless caused by your gross and willful negligence.

(b) In the event of the unauthorized use of my imagery or the loss or damage of my original color transparencies, negatives or prints, by your customers or others, I give you full and complete authority to make claims or to institute proceedings in your name, if necessary, without permission from me. All resulting recovery shall be apportioned fifty percent (50%) to you and fifty percent (50%) to me after deduction for collection fees, legal fees, and other expenses incurred by you in the efforts to resolve said claims. Any settlement is at your sole discretion.

(c) It is understood that stock picture agencies are not insurable. If I wish to have my material protected while with the agency, I understand that I will have to seek such insurance on my own.

RULES GOVERNING THIS AGREEMENT

9. (a) It is understood that this agreement does not constitute an employment agreement between you and me, and that my status is solely that of an independent contractor.

(b) This agreement shall be binding on each of us, and on our respective heirs, executors, administrators, successors, and assigns.

(c) In the event of my death, my estate shall receive the payments which would otherwise accrue to me.

(d) This agreement incorporates our entire understanding, and may not be amended, modified, or changed in any respect unless the change is reduced to writing and signed by each of the parties of this agreement.

(e) No trade, custom, or usage shall affect this agreement and the terms and conditions of it.

(f) Any and all controversies are to be litigated solely in the city and state of New York. This agreement is to be interpreted solely according to the laws of the State of New York.

AGREED TO AND ACCEPTED:

PHOTO RESEARCHERS INC

DATE

ALTERNATE NAME AND ADDRESS
FOR NOTICE AND
DELIVERY OF STATEMENTS

PHOTOGRAPHER'S SIGNATURE

PHOTOGRAPHER'S NAME (PRINT)

ADDRESS

CITY, STATE, ZIP

COUNTRY

TELEPHONE

E-MAIL ADDRESS

SOCIAL SECURITY OR FEDERAL ID NUMBER

212-758-3420 800-833-9033 fax 212-355-0731
WWW.SCIENCESOURCE.COM
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