

PHOTOGRAPHER AGREEMENT

This is a non-exclusive agreement between: _____, hereinafter referred to as "Photographer", and SeaPics.com, Inc., hereinafter referred to as "Agent" for the representation of Photographer by Agent as a contributor to the SeaPics.com, Inc. stock photo library. Photographer, by his/her signature below attests to his/her agreement to the terms expressed, and further warrants that all photographs which he/she supplies to Agent are images or duplicates of images or digital files to which Photographer holds copyright and full rights without any restriction. If any persons are identifiable in the photograph(s), Photographer warrants that he/she has written authorization aka "model release" from the subjects for the commercial use of their likenesses, and clearly writes the abbreviation "MR" in caption and/or description of the photograph(s). In addition, if any personal properties in the photographs require authorization from the owner(s) of such properties for the commercial use of their likenesses, Photographer warrants that he/she obtains proper written authorization aka "property release" from the owner(s), and clearly writes the abbreviation "PR" in caption and/or description of the photograph(s).

Photographer agrees to indemnify and hold harmless Agent against any damages resulting from a breach of these warranties. Photographer agrees to maintain records of which other agents and clients have been furnished with similar or identical images, so that, when necessary, clients may be informed of any potentially conflicting uses. Photographer authorizes Agent to act on his behalf to license reproduction rights of the images and collect fees for such use. Forty (40) percent of fees collected will be remitted to Photographer on a quarterly basis. Our minimum payout rate is \$300 USD, if during a pay period you have not accumulated the minimum payout rate, your earnings will be brought forward to the next quarterly pay period. A statement will not be issued if no payments are due to Photographer, or the minimum payout rate is not reached. While Agent will make every effort to enforce licensing agreements with clients, Photographer will not hold Agent liable for failure of clients to pay for usage, for mislabeling or improper credit by clients, unauthorized usage, loss or damage to transparencies, or digital files, etc.

Photographer understands that it is of primary importance that Photographer notify Agent of any change of address with accurate and complete mailing, and e-mail address information. Agent shall use reasonable efforts to locate Photographer in the event mailings or payments are returned. If Agent is unable to locate Photographer, \$50 USD fee will be accessed per research against Photographer account. However, in the event that material (including, but not limited to commission checks, original or duplicate transparencies, negatives, prints, text or digital files) is returned to Agent unclaimed and Agent have not received a current address within three (3) years following that initial event, Agent may, at Agent's discretion, destroy or resolve such Photographer material. Photographer recognizes that it would be an abuse of the relationship and a breach of ethics to attempt to make direct contact with clients that are developed by Agent, and to by-pass Agent in future sales. All transparencies and/or digital files are submitted to Agent for a minimum five (5) year period. After five years, any material may be recalled upon one (1) year advance notice. Your images would be removed from our website within one (1) year. This provision enables Agent to invest with confidence in promotion of Photographer's work.

This agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

Agreed: Agent: _____ Name and Title of Officer: _____

Signature of Officer: _____ Date: _____

Photographer: _____ Social Security or EIN #: _____
(Entity Name for EIN #) (US Resident Only)

Signature: _____ Date: _____

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone Number: _____ E-mail: _____

PayPal E-mail: _____
(REQUIRED for Non-US Resident)