

CONTRIBUTOR CONTRACT

Between:

NeTitles Production Corp.
1090 Homer Street #350
Vancouver, Canada V6B 2W9
tel: 604-669-0699 fax: 604-669-6363
www.fineartprints.ca
sales@fineartprints.ca

And: _____

(hereinafter known as "NeTitles")

(hereinafter known as "Contributor")

In consideration of NeTitles' agreement to use its best efforts to sell or lease Contributor's materials, Contributor hereby grants to NeTitles the following authority and warranties to effect this purpose.

ALL IS LEGAL

1. Contributor hereby represents and warrants that Contributor was, is and will be the owner and holder of copyright and all other rights, and hereby conveys usage of these rights to NeTitles for all images submitted to NeTitles; that all such images are and will be original images and have not, unless otherwise specified, been published prior to delivery to NeTitles; that no images do or will infringe upon any statutory copyright, common law right, proprietary right, or any right whatsoever of any other person or entity; that they do and will not contain any matter contrary to law; that all such images and such rights are and shall be in all respects free and clear; that Contributor has, prior to delivery of any and all images to NeTitles, secured written right-of-privacy (i.e. model &/or property) releases as necessary, and agrees to deliver copies of any and all such releases to NeTitles; and that Contributor agrees to indemnify and hold NeTitles harmless from any and all claims arising from the breach by Contributor of any of the representations and warranties herein contained.

WE ARE YOUR AGENT

2. Contributor hereby appoints NeTitles as Contributor's agent and representative with respect to the sale or lease of all images submitted to NeTitles. Any and all client negotiations shall be at NeTitles' sole discretion without prior consultation with Contributor. Contributor also agrees that no copies or duplicates of images which NeTitles has accepted will be placed with any other agency or library or otherwise offered for sale or lease by any other party unless otherwise agreed. Contributor may, however, keep duplicates of submitted images for Contributor's own personal not-for-profit use.

YOU GET 25% OF EACH SALE

3. In consideration of the delivery of images by Contributor, NeTitles agrees to pay to Contributor, and Contributor accepts as full payment therefor, an amount equal to 25 percent of the net wholesale fee charged to and paid for by NeTitles' clients for all sales, licenses, or other uses of Contributor's images. It is understood and agreed that Contributor shall not be entitled to any payment hereunder for any fees charged by NeTitles which are not paid by NeTitles' client(s). However, NeTitles agrees to use its best efforts to collect any and all such fees.

PAYMENTS ARE MADE QUARTERLY

4. NeTitles further agrees to provide Contributor with payment of due commissions within 120 days of receipt by NeTitles of payment from NeTitles' customer. Any and all unpaid production and upload costs will be deducted from these commissions. In the event of cancellation or default by NeTitles' client after payment has been made to Contributor, Contributor authorizes NeTitles to deduct the amount paid to Contributor from future sales of Contributor's images or otherwise indemnify NeTitles.

OUR FINDER'S FEE

5. Should NeTitles through its promotional efforts or otherwise secure for Contributor any paid assignments, Contributor agrees to pay to NeTitles an amount equal to 25 percent of Contributor's total fee for said assignment.

LOSS OR DAMAGE

6. Contributor agrees that NeTitles shall not be liable to Contributor or Contributor's heirs or assigns for any loss or damage to the materials submitted to NeTitles during the term hereof.

UNAUTHORIZED USE, DAMAGE OR LOSS

7. In the event of damage, destruction, loss, or unauthorized use of Contributor's images by NeTitles' client(s), Contributor hereby grants NeTitles full and complete authority to make claims or institute suit in Contributor's name. Any recovery made therefrom shall be apportioned 10 percent to Contributor and 90 percent to NeTitles, calculated after deduction of collection fees and other expenses incurred by NeTitles in its efforts to resolve said claims. All settlements shall be at NeTitles' sole and complete discretion.

CANCELLATION

8. The terms of this agreement shall commence on the date hereof and continue until terminated by either party on no less than 90 days written notice to the other. However, such termination shall not affect NeTitles' right to provide its clients those reproduction rights initiated during the term hereof, nor shall such termination affect NeTitles' obligation to pay Contributor commissions for use of such images subsequent to the date of termination. The representations and warranties contained in paragraph 1 shall survive any such termination. After cancellation, Contributor may sell, license, or otherwise transfer any such images, except that Contributor agrees that he/she will not do so without first enquiring of NeTitles to determine whether NeTitles has made any sale, license, or other disposition of any images of Contributor's which are or had been in NeTitles' possession; or images which are similar in style and content and therefore conflicting with images which Contributor proposes to sell, license, or otherwise dispose of. In the event of any such conflict, Contributor warrants and agrees that Contributor shall not sell, license, or otherwise transfer such images. In the event that it is determined that no such conflict exists, Contributor may at any time thereafter sell, license, or otherwise transfer such images, and NeTitles acknowledges that it shall not be entitled to share in any part of the revenues for such sale. NeTitles shall make determination of whether or not a conflict exists, and such decision shall be binding. However, NeTitles agrees that it shall not be arbitrary in making any such determination. Should Contributor request the return of any or all images previously accepted by NeTitles, Contributor agrees to provide NeTitles with all assistance and information as may be required by NeTitles in locating and removing such images from NeTitles' files.

CONTRIBUTOR IS AN INDEPENDENT CONTRACTOR

9. It is acknowledged that Contributor is an independent contractor, and nothing herein shall be deemed to establish an employer/employee relationship.

THIS CONTRACT BINDS OTHERS

10. This Contract shall be binding upon NeTitles, its successors and assigns, and upon Contributor, his/her heirs, executors and administrators.

APPLICABLE LAWS

11. Any and all disputes regarding this contract shall be held in a court of law at Vancouver, British Columbia, Canada, whose laws shall apply.

THIS IS THE ENTIRE CONTRACT

12. This Contract constitutes the entire understanding of the parties and may not be altered or amended unless agreed to in writing and signed by both parties hereto.

BOLD HEADINGS ARE FOR CLARITY ONLY, AND ARE NOT PART OF THIS CONTRACT.

Dated at _____ this _____ day of _____, _____
[location] [date] [month] [year]

Contributor / for NeTitles Production Corp.