



Pictures Ink and PicturesInk.com Members Agreement

Pictures Ink and PicturesInk.com (hereinafter known as PicturesInk.com) is a network of photographers and photography copyright holders (hereinafter known as "Members") who have applied and been accepted to supply photographs of various events including but not limited to high school sports, youth sports, corporate events, weddings, etc. for display and sale on the PicturesInk.com website. PicturesInk.com provides promotion and a venue for the public to view digital photographs supplied by Members. PicturesInk.com is the sole property of Keith Van Wemmer.

Mission Statement. PicturesInk.com provides a venue for the display of photographs of events by its Member photographers. PicturesInk.com's primary interest in the display of such photographs is to inform the public, through photographs, about PicturesInk.com and to help promote high school, college and youth sporting events. The sale of prints or commercial licensing of images displayed on the PicturesInk.com website is incidental to the mission of PicturesInk.com.

Copyright, Taking of Photographs is Speculative. Taking, editing and submission of digital photographs by Members to PicturesInk.com are on a speculative basis. Images displayed on the website remain the property of the Members and are licensed to PicturesInk.com for public display on the Internet. Members also grant PicturesInk.com a license to sell prints of the photographs displayed on the PicturesInk.com website. PicturesInk.com makes prints of photographs displayed on the PicturesInk.com website available for sale to customers via a web-based transaction system. Members retain all commercial rights in their original photographs. Members have the option to allow PicturesInk.com to license their photos for commercial use.

License to Member, Upon mutual acceptance of this Agreement, PicturesInk.com grants Member a license to display photographs and/or link from PicturesInk.com, provided that photographs meet all PicturesInk.com business and editorial standards. PicturesInk.com retains the right to remove any images or links that do not meet its standards for the online galleries/albums.

PicturesInk.com also grants license for the use of the Pictures Ink logo for business cards only provided the business card is in compliance with or is approved by PicturesInk.com. The business card template will be made available to all Members and must remain unmodified with the exception of the Members mobile phone number. Any modifications and or corrections must be made by PicturesInk.com.

PicturesInk.com may, but is not bound to grant license for the use of the Pictures Ink logo for Member provided marketing materials provided the materials meet all of PicturesInk.com business and editorial standards and with the prior written approval of PicturesInk.com. To obtain approval a Member must submit a proof and brief description of the materials to be used. It is the sole responsibility of the Member to obtain all necessary licensing, releases and permissions for any content not owned or copyrighted by PicturesInk.com. The Member also releases PicturesInk.com



from any and all liability including but not limited to civil, financial, copyright infringement and punitive responsibilities and/or damages.

PicturesInk.com reserves the right to revoke all or part of any licensing with or without out cause at any time and without warning. Upon receiving written notice of revocation of licensing the Member must stop any and all distribution and/or display of any materials containing the PicturesInk.com logo or name. Failure to cease will be deemed copyright infringement and may result legal action.

Commissions. Upon the sale of a photographic print(s) from the PicturesInk.com website to a consumer, Members will earn a sales commission. **Members earn 50% of the net proceeds** on the sales of their photographs. PicturesInk.com has set standard prices for photographs. PicturesInk.com may change prices at any time for any reason without notification to it's Members. It is in the interest PicturesInk.com and it's Member's that prices be set at such levels as to stimulate demand and to maximize revenue. The size of prints ordered by customers is a significant cost factor and hence impacts the suggested retail price offered to consumers.

Net proceeds are defined as the total sale price of goods sold minus the actual cost of printing, production and order processing which do not including shipping and handling charges. Generally, the production and processing charges represent 15% to 20%(+/-) of the suggested retail price.

Other Commissions. Should a Member invite a PicturesInk.com principle photographer to photograph an event that the Member will also be photographing (e.g. the same game) the Member will receive an additional 10% on the proceeds of sales (60% rather than 50%) of the Members photographs. The PicturesInk.com principle photographer will retain all proceeds from print sales of their photographs.

If the Member asks that a PicturesInk.com principle photographer photograph an event that the Member will not be photographing (e.g. a different game or venue at a tournament or an event that the Member is not present at) PicturesInk.com will pay to the Member 10% of all net proceeds for print sales for that event.

Licensed Photos (Optional). Members have the OPTION of allowing PicturesInk.com to license photos supplied to the PicturesInk.com website for commercial publications, including other websites. Members will receive 30% of the net proceeds on any photo licensed to a publication. Any photo licensed by PicturesInk.com will be issued for a one (1) publication, non-exclusive, single-license agreement.

Use of Photos for Promotions. PicturesInk.com reserves the right to use any photo supplied by Members to the PicturesInk.com website for non-commission promotions. This includes use of the photo on the PicturesInk.com website for advertising, in fliers or other material distributed by PicturesInk.com and for high schools and/or youth sports organizations and offices that may request use of a photo displayed on PicturesInk.com.

10-Day Moratorium on Photo Sales. Upon submission of photographs to PicturesInk.com website, Member agrees not to merchandise or sell photographic prints to consumers for a period of 10 days from the date of the event in which said photographs were taken. In no way, should



this Moratorium constrain Member from the sale or license of photographs to commercial publications.

Editorial Rights. PicturesInk.com may choose to edit, display and sell all, some or none of the photographs submitted to it by Members. PicturesInk.com reserves the right to selectively edit submitted photographs to enhance image quality. PicturesInk.com may also crop and resize photos to PicturesInk.com's determined optimum sizes. PicturesInk.com may (but is not required to) place a watermark on digital images to discourage unauthorized duplication.

Independent Contractors. Members are independent contractors. Members take photographs on their own account. PicturesInk.com does not assign Members to take photographs of particular events, or to photograph particular subjects. PicturesInk.com is not required to edit, display or sell photographs submitted to it by Members. Members may ask PicturesInk.com for advice on events, and PicturesInk.com may offer event suggestions to photographers, but under no circumstances is such advice or suggestions to be construed as an assignment.

It is possible, and in some events likely, that multiple Members may take and submit photographs of the same event. PicturesInk.com may choose to use all, some or none of the photographs submitted by all, some or none of the Members at the same event.

Expenses and Equipment. Members are solely responsible for their own expenses and for the provision of their own photographic equipment, computer equipment, software and connection to the Internet.

Disclaimer of Liability. PICTURESINK.COM EXPRESSLY DISCLAIMS ANY LIABILITY FOR INJURY TO MEMBERS, OR FOR LOSS OR DAMAGE TO EQUIPMENT.

Consumer Identity. The identity of web-browsers that visit PicturesInk.com and consumers who purchase prints from PicturesInk.com are the sole and exclusive property of PicturesInk.com, Inc and will not be disclosed to Members.

Accounts. Members will receive an account that may be accessed at PicturesInk.com via a username and password assigned by PicturesInk.com. Upon accessing the account, the Members may create and edit galleries and upload digital photographs. Only PicturesInk.com can delete photos. Sales information will be provided to Members via a weekly or biweekly sales report depending on sales volume.

Confidential Information. Account passwords are to be held by Member as Confidential Information and shall not be disclosed to third-parties. PicturesInk.com collects and stores personal information about Members for commission payment and tax reporting purposes. This information includes mailing address, phone numbers and Social Security number. PicturesInk.com will take reasonable care to safeguard Member's private information, and will not disclose, or convey such information to third parties unless compelled by force of law.

Payment Schedule. PicturesInk.com supplies commission checks to Members by the 10th day of each month for photographs sold during the prior month, if commissions earned exceed \$25.00. In the event that commissions earned during any monthly period are less than \$25.00,



PicturesInk.com will accumulate commissions until total accrued commissions exceed \$25.00, upon which a commission check will be forwarded to the Member.

Term. The term of this Agreement shall be for one-year upon acceptance of the Agreement by PicturesInk.com. The Agreement will automatically renew on an annual basis, unless terminated by either party.

Termination. This agreement may be terminated by either party, with, or without cause, upon ten (10) days written notice to the opposite party. Upon termination, PicturesInk.com will forward any commissions due to Member within thirty (30) days of the termination date. Upon termination of the Agreement, PicturesInk.com will disable access to Member account and remove all photographs supplied by the Member from the PicturesInk.com website.

Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California as applied to transactions taking place wholly within California between California residents without reference to that state's choice of law provisions.

Attorneys' Fees. In any action to interpret or enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

GOVERNING LAW; ARBITRATION. This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Sacramento, California, in accordance with the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of California, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any California court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party.

Notices. Member should send notices to:

Director of Photography
PicturesInk.com
2805 Ashbrook Dr.
Modesto, CA 95355

For purposes of termination, e-mail correspondence shall not be considered official notice under this agreement.



Changes. PicturesInk.com retains the right to make changes to the terms of this agreement upon notice to Members. Such changes will be e-mailed in the form of a PDF document the Member's user e-mail account and shall be effective 10 days after such notification.

Consent to Agreement. Persons or organizations wishing to become a Member indicate their assent to the terms of this agreement by selecting "I Agree" on the PicturesInk.com Photographers' Network Member Application page on the PicturesInk.com website. Prospective Members will be reviewed by PicturesInk.com and notified by PicturesInk.com via e-mail or phone concerning application acceptance. PicturesInk.com is not obligated to accept prospective Members. PicturesInk.com may seek additional information from you concerning your application.

Photographers Name (please print)

Signature of Photographer

Date Signed

Signature of Parent/Guardian (if under 18)

Pictures Ink/PicturesInk,.com

Date

Title