

# CONTRACT between Camera Press & \_\_\_\_\_

Agreement between **Camera Press Limited** of 21 Queen Elizabeth Street, London, SE1 2PD, England (hereinafter referred to as the Agent)

And \_\_\_\_\_

(hereinafter referred to as the Photographer) to syndicate his/her photographs (hereinafter referred to as the images).

## Definitions

### 1. Territories

For the purpose of this agreement, territories shall mean worldwide.

### Appointment and Scope

The photographer authorizes the Agent to syndicate its material on an **exclusive basis** in the Territories in accordance with the terms below. The material is available predominantly for **Editorial** usage only. In the event that **Commercial rights** are required, these will be negotiated in advance on a case by case basis. The Agent shall have the right to appoint sub-agents in territories where it does not deal directly.

### 2. Contract period

The contract shall run for a period of five years (the initial period) from commencement on the date this agreement is signed. It will then be automatically renewed on an annual basis subject to either party giving notice as per clause 9.

## Both parties warrant that

### 3. Commission payable

The commission split shall be as follows:

**UK Sales - Editorial** sales shall be 50/50 with 50 per cent of gross sales payable to the photographer. In the event that **Commercial** sales are cleared the split shall be the same.

**Overseas Sales - Editorial** sales shall be 50/50 with 50 per cent of net sales payable to the photographer. In the event that **Commercial** sales are cleared the split shall be 50/50 with 50 per cent of net sales payable to the photographer.

## **Method of reporting**

Agent agrees to report to the Photographer bi-monthly, once the balance of commission outstanding exceeds the minimum level set from time to time (currently £100) on the last day of the month. The report will detail the amounts received by the Agent in the preceding two months, with respect to all licenses of usage rights within the Territories, namely “the collection report”. For example, the report dated 31 March will represent cash received in January and February.

## **4. Method of Payment**

Payment will be made by direct transfer to a bank account designated by the Photographer

- 5. Production** -The photographer will provide suitable images in digital format, where possible with caption information. These images will be made available by a suitable method (preferably ftp or on CD). Hard copy submissions are currently still accepted. However whilst Camera Press takes every possible care in handling original material it does not accept responsibility for loss or damage.

## **6. Termination**

The Agreement may be terminated in any of the following cases

- i) By written notice by either party within 90 days of the end of the initial period. Upon receipt of such notification there will be a 90 day notice period to allow the Agent sufficient time to withdraw the images from syndication.
- ii) On the basis that both parties agree to continue the arrangement, it will automatically be renewable for further periods of one year at a time. Either party may give written notice to end the agreement within 90 days of the end of the particular period

Upon termination of the Agreement, neither party shall be discharged from any antecedent obligations or liabilities to the other party under the Agreement unless otherwise agreed in writing by the parties.

In the event of the Contract being terminated by either party, for whatever reason, The Agent will permanently remove any and all images supplied by the Photographer (in whatever format they are stored) from any and all storage facilities they have made/make/will make use of, electronic or otherwise. This should be done by the final day of the notice period and confirmation sent in writing to the Photographer. Within the same time period the Agent will also notify any and all sub-agents, clients and/or other third parties that may be storing images that they are required to permanently remove any and all images from any and all storage facilities they have made/make/will make use of, electronic or otherwise.

All residual sales will be reported and paid in the normal way.

## **7. Representation**

The Agent undertakes to represent the interests of the Photographer and protect his image and reputation as well as the reputation and quality of his material and photographs.

## **8. Co-operation**

Both parties will aim to co-operate where it is possible and practicable to do so, particularly in the areas of sharing knowledge, marketing and developing feature ideas that are suitable for the territories represented by the Agent in general.

9. **Good Faith** All parties to this agreement accept that this agreement is entered into and to be constructed on the basis of mutual good faith and co-operation. All clauses within this agreement should be interpreted in accordance with the spirit and the letter of this clause.

The photographer warrants that all material submitted is the copyright of the photographer and requires no third party authorization for reproduction. Where model release is obtained this should be shown clearly with the material when submitted. If clearances or permissions are required, the contributor must inform Camera Press of this fact at the outset. Camera Press accepts no responsibility where it has not been properly informed about any such restrictions.

## **10. Mediation**

The Agent and the Photographer will attempt to settle any claim or controversy arising out of this agreement through consultation and negotiation in good faith. If those attempts fail the dispute will be mediated by an independent body. Any dispute which cannot be resolved through negotiation or mediation, within 3 months from the date of the initial demand, may then be submitted to the courts for resolution.

## **11. Law & Jurisdiction**

These terms shall be interpreted in accordance with English law. Disputes arising will be settled by arbitration, or by the English Court system if arbitration fails within the period specified in clause 14.

**12. Non-Waiver**

No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

**13. Notices**

Any communications under or in accordance with this Agreement shall be made in writing and sent registered mail to the addresses outlined above (amended as necessary). Where circumstances require, notices may be sent by facsimile or e-mail, which shall be confirmed by registered airmail.

Agreed and accepted by the parties

Camera Press Limited	Photographer
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date