

Image Hosting Contract with Record of Consignment & Statement of Account

Check appropriate box for services required:

- Both Open Stock Licensing & Cards/Prints/Poster Sales
- Open Stock Licensing Only
- Cards/Printers/Poster sales Only

Agreement entered into as of this ____ day of _____, 200_, between _____ (hereafter referred to as the 'Photographer'), located at _____, and **December's Rose, llc** (hereafter referred to as the 'Gallery'), located at www.decembersrose.com / www.fdpimages.com
P.O Box 278, Milltown, NJ 08850.

Whereas the Photographer wishes to have certain images represented by the Gallery, and
Whereas the Gallery wishes to represent the Photographer under the terms and conditions of the Agreement,
NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Scope of Agency. The Photographer appoints the Gallery to act as Photographer's nonexclusive gallery on the internet for the exhibition and sale of artworks as cards and prints of varying sizes.
2. The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Photographer a Record of Consignment in the form annexed to this contract as Appendix A.
3. Term and Termination. This Agreement may be terminated by either party giving sixty days' written notice to the other party. On termination, all works consigned hereunder shall immediately be taken off the website.
4. Exhibitions. The Gallery shall provide an exhibition for the Photographer using ___ images. The expenses of the exhibition shall be paid for by the respective parties shown below:

Exhibition Expenses	Photographer	Gallery
Transporting work to gallery (mailing of cd & associated documentation).....	<u> X </u>	_____
Setup of Gallery.....	_____	<u> X </u>
Advertising.....	_____	<u> X </u>
Printing of Photos.....	_____	<u> X </u>
Shipping to purchasers.....	_____	<u> X </u>
All other expenses arising from the exhibition.....	_____	<u> X </u>

No expense which is to be shared shall be incurred by either party without the prior written consent of the other party as to the amount of the expense.

5. Commissions.
 - Card/Print Poster Sales: The Photographer shall receive 40% of the price of each work sold. The Gallery shall receive 60% of the price of each work sold.
 - Open Stock Licensing: The Gallery shall sell th The Photographer shall receive 50% of the price of each work licensed. The Gallery shall receive 50% of the price of each work licensed.
6. Payments. The Gallery shall pay the Photographer all proceeds due to the Photographer within thirty days of sale.
7. Prices. e works at the prices shown in the Commission Payment Structure (page 3 of this document). Prices subject to change relative to market changes.
8. Accounting. The Gallery shall furnish the Photographer with an accounting every 3 months in the form attached hereto as Appendix B, the first such accounting to be given on the last day of _____, 200_. Each accounting shall state for each work sold during the accounting period the following information: the title of the work, the date of sale, the sale price, the name and address of the purchaser, the amounts due the Gallery and the Photographer. An accounting shall be provided in the event of termination of this Agreement.
9. Inspection of Books. The Gallery shall maintain accurate books and documentation with respect to all transactions entered into for the Photographer. On the Photographer's written request, the Gallery will permit the Photographer or the Photographer's authorized representative to examine these books and documentation during normal business hours of the Gallery.

10. Copyright. The Gallery shall take all steps necessary to ensure that the Photographer's copyright in the consigned works is protected, including but not limited to requiring copyright notices on all reproductions of the works used for any purpose whatsoever.
11. Security Interest. Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Photographer. In the event of any default by the Gallery, the Photographer shall have all the rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors. The Gallery agrees to execute and deliver to the Photographer, in the form requested by the Photographer, a financing statement and such other documents which the Photographer may require to protect its security interest in the works.
12. Assignment. This Agreement shall not be assignable by either party hereto, provided, however, that the Photographer shall have the right to assign money due him or her hereunder.
13. Modifications. All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.
14. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Photographer _____

Gallery: **December'sRose, llc**
Company Name

By : ***Barbara Cost***
Barbara Cost, Owner

GALLERY PRICING STRUCTURE:

Quantity	1 st Year Payment	Annual Renewal
Up to 24 Images	\$ 100.00	\$ 25.00
25 to 48 Images	\$ 150.00	\$ 25.00

COMMISSION PAYMENT STRUCTURE (cards/prints/posters):

ITEM	RETAIL PRICE	AMOUNT TO PHOTOGRAPHER 40% of retail price	AMOUNT TO GALLERY 60% of retail price
Individual note cards	2.75	1.10	1.65
Boxed Set of 10 Cards	24.75	9.90	14.85
Boxed Set of 10 Holiday Cards	27.50	11.00	16.50
8 x 10 unmounted print	18.00	7.20	10.80
11 x 14 unmounted print	25.00	10.00	15.00
16 x 20 unmounted print	35.00	14.00	21.00
18 x 24 poster	45.00	18.00	27.00
24 x 36 poster	55.00	22.00	33.00
36 x 48 poster	75.00	30.00	45.00

Requests for larger prints will be priced using the same structure as indicated above. Requests for use of images by any third parties will be negotiated separately from this agreement by both the Photographer and Gallery.

COMMISSION PAYMENT STRUCTURE (royalty free licensing fee):

ITEM	LICENSING FEE	AMOUNT TO PHOTOGRAPHER 50% of retail price	AMOUNT TO GALLERY 50% of retail price
RF 72 DPI 5X7	29.95	14.98	14.97
RF 300 DPI 5X7	59.95	29.98	29.97
RF 300 DPI 8.5X11	129.95	64.98	64.97
RF 300 DPI 12X18	179.95	89.98	89.97

The Rights Managed license fees are based on the usage of each image and are determined on an individual basis.

The Gallery reserves the right not to host inappropriate images on the website. It is understood that all images of people or the personal property of others have been secured through appropriate release forms. The Gallery does not accept responsibility for images that are not the work of the Photographer indicated in this contract. The Photographer assumes any liability relating to copyright infringement of others.

Payment Options:

Make check or money order payable to: December's Rose, llc

Once check or money order clears, Gallery setup will commence.

We also accept Master Card, Visa, America Express and Discover Card. Please provide the following billing information for charging to your account:

First Name: _____

Last Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Credit Card Type (check one): Master Card VISA American Express Discover

Credit Card Number: _____

Credit Card Verification Code: _____

(The Verification Code is a three-digit number on the **back** of your VISA, Discover or MasterCard credit card. The full credit card number is reprinted in the signature box while the Verification Code can be found at the end.

AMEX: The Verification Code is a four-digit number on the **front** of the card above the credit card number. It can be found on either the right or the left side of your American Express credit card.)

Credit Card Expiration Date (month/year): _____

Signature of Cardholder: _____

If you have any questions, please contact us at:

custserv@decembersrose.com (24 hours a day, 7 days a week)
or call us at
(732) 599-4207 (9AM - 5PM EST Monday thru Friday)

If we have any questions regarding your enclosed forms or payment information we will contact you either by email or by phone.

Thank you for choosing December's Rose, llc for your Image Hosting!!!!