



**Renostock.com LLC, Morimages.com DBA and Art & Design Center DBA
Contract and agreement: Updated 5/08/08.**

(Additions below are marked in RED and affective 5/08/08)

This Agreement is entered into by: **Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA** and the signing party/individuals below:

Date: _____ Time: _____

Photographer/Company: _____

Managing member/s: _____

Individual/s: _____

Address: _____

Phone
Number/s: _____ Mobile: _____

This Agreement grants Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, a non-exclusive right to display, license, manage, promote and sell images submitted by the photographer / company / individuals mentioned above, on Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA.

All images submitted to Renostock.com LLC / Morimages.com DBA, must not be registered with any Royalty-Free or Micro-Stock agency. These images must be submitted to Renostock.com LLC or Morimages.com DBA and classified as rights-managed, or editorial images only.

Rights-Managed: images are licensed on a per job basis. The fee for using the product is determined from a number of factors such as size, placement, duration of use and geographic distribution. Prior to each purchase, Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, will ask that each client fill out a rights-managed request form, outlining the specific usage and rights of each image. Exclusive rights are available for purchase for some rights-managed products. Tear sheets and copies of actual printed materials will be requested by Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, for internal use and for the photographers portfolio. Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, will actively monitor the activities of each image in the hopes of deterring any un-licensed or fraudulent usage/behavior.

Rights-Managed rates / guidelines, are based on FotoQuote with the awareness that each market and individual has unique needs. Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, is committed to accommodating and assisting each individuals photography and fiscal needs on an individual basis.

The photographer/company/individuals listed above agrees to allow Renostock.com LLC /

Morimages.com DBA and Art & Design Center DBA, to negotiate all Rights-Managed licensing and usage fees. No exceptions. In cases in which the client wishes to own all ©rights and all creative ownership to the photograph, or in times when the client wishes to have exclusive rights for a specific period of time, the photographer/company/individuals will be notified, and a fee will be negotiated between photographer/company/individuals listed above and Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA.

Editorial Use: Editorial rights are licensed on a use-by-use basis. Use in an "editorial" manner means use relating to events that are newsworthy or of public interest.

Images shall not be reproduced, distributed or used by Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, without prior written or written e-mail consent from the photographer/company/individuals listed above. The photographer /company/individuals listed above, is not responsible for any marketing materials, promotions or any other associated costs that Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, may incur related to marketing or operating expenses.

Ownership and Releases: All images that contain recognizable men, women, children, or famous animals and non-public but privately owned buildings or landmarks must have the appropriate model or property releases. The proper model or property releases must be provided upon request. Failure to provide Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, with the proper model or property releases will be construed as a breach of this contract, and the photographer/company/individuals listed above, account and relationship with Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, is subject to immediate termination.

By entering into this Agreement, The photographer/company/individuals listed above and Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA agree that the photographer/company/individuals listed above, owns all rights to the images and is the sole ©copyright holder of all submitted photographs and such ownership rights shall survive the termination of this Agreement.

Payment Terms: Commissions are paid on the 15th of each month. The commission structure is as follows: 60/40 split on monies actually collected from the sale of each image. 60% percent goes to the photographer and 40% percent is retained by Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, for the sale of any rights managed or editorial stock photography. The commission structure is subject to change at any time, but with warning. It is the fiscal responsibility of Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA, to determine if and when an adjustment to commission structure is necessary. **Note:** Renostock.com LLC / Morimages.com DBA and Art & Design Center will honor any previously stated/contracted commission agreement for 60 days after the release of any adjustment in the payment terms.

Corporate / Fine Art Jobs: Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA will retain a 50% fee on any corporate, fine art or fine art print related job and placement.

Contracted Jobs: Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA will retain a 30% referral fee on any non-stock related job the photographer/company /individuals listed above obtains through Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA. The 30% referral fee is not applicable on any licensing, future licensing or any usage fees obtained by the photographer as a result of the photography taken for the client.

Contract Terms: Either party may terminate this agreement by giving 30 days notice, and a signed written request by the photographer/company listed above and or Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA.

The photographer/company/individuals listed above may request, in writing, or via email to

have images removed at any time with Renostock.com LLC / Morimages.com DBA and Art & Design Center. Images will be removed and or contract nullified no earlier than 30 days from receiving a written request by the photographer/company listed above or by Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA.

The photographer/company/individuals listed above agrees not market or license submitted photography within the Northern Nevada, Western California regions with any other competing online stock photography website. The photographer/company/individuals listed above may market, sell or distribute submitted photography outside Northern Nevada or Western California regions on other competing stock photography businesses or websites. The photographer/company/individuals listed above agrees not to submit any photographs that are currently registered Renostock.com LLC / Morimages.com DBA, with any Royalty-Free or Micro-Stock agency. The photographer/company/individuals listed above may market, sell or distribute submitted photography on their own personal website.

Terms For Terminations: If a third party finds a photographers images on Renostock.com LLC / Morimages.com DBA and Art & Design Center and then uses the internet to google the photographers contact information, and proceeds to contact the photographer directly this type of behavior, if supported by the photographer, also constitutes questionable behavior, and may result in the immediate termination of his/her Renostock.com LLC / Morimages.com DBA and Art & Design Center account.

If Renostock.com LLC / Morimages.com DBA and Art & Design Center finds that a photographer has listed their images on a royalty-free stock site after placing the same image on Renostock.com LLC / Morimages.com DBA and Art & Design Center, this may also result in the suspension and or the termination of his/her Renostock.com LLC / Morimages.com DBA and Art & Design Center account.

A signed Copy of this agreement must be mailed to Renostock.com with-in 60 days of receiving this contract or up-dated contract.

Please mail this contract to the address below:

**C/O Tom Robinson
Renostock.com LLC
1014 Sunset Mountain Road
Reno, Nevada 89506**

If this document is not signed and mailed back to Renostock.com LLC within 90 days of registration with Renostock.com LLC / Morimages.com DBA and Art & Design, or is not signed and mailed back after receiving a revised contract with Renostock.com LLC / Morimages.com DBA and Art & Design Center, this will result in the immediate suspension of his/her Renostock.com LLC / Morimages.com DBA and Art & Design Center account. The only way to re-activate his/her account will be when Renostock.com LLC / Morimages.com DBA and Art & Design Center has received a signed copy of this agreement.

Contract Agreement: Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA and the photographer/company/individuals listed above agree that the terms of this Agreement have been arrived at jointly and in consultation with the other, that each has had the opportunity to consult with counsel, and that neither shall be considered the drafter of this Agreement, such that any ambiguity in this agreement will not be construed against either Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA or the photographer/company /individuals listed above. photographer/company/individuals also understand that this document/agreement may be modified by Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA at any time. Renostock.com LLC / Morimages.com DBA and Art & Design Center DBA will notify the

photographer/company/individuals listed above of any modifications/changes or omissions to be made, to this document, in a timely manner.

If any action at law or in equity is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements from the non-prevailing party in addition to any other relief to which such party may be entitled.

Contract Agreement Signatures:

By signing below both parties understand the terms outlined above. In addition by signing below they assert that they have the proper authority to sign this Agreement.

The photographer/company/Individual listed above
managing member _____ Date

The photographer/company/Individual listed above
managing member _____ Date

Renostock.com LLC / Morimages.com
Art & Design Center DBA
Tom Robinson: Managing member _____ Date

Contract Nullification Signatures:

The photographer/company/Individual listed above
managing member _____ Date

Renostock.com LLC / Morimages.com DBA
Art & Design Center DBA
Tom Robinson: Managing member _____ Date

Renostock.com, Morimages.com and Art & Design Center
1014 Sunset Mtn. Road Reno Nevad 89506 • 775-348-7862 • info@renostock.com