



## CONTRIBUTER AGREEMENT

The following agreement is drawn up between

Bildagentur Waldhaeusl  
Weyerstrasse 158  
3340 Waidhofen / Ybbs  
Austria

- hereinafter called the 'Agent' and

and

Name:

Adress:

ZIP:

City:

Country:

- hereinafter called 'Photographer'

Bildagentur Waldhaeusl  
Weyerstrasse 158  
3340 Waidhofen / Ybbs  
Austria

Tel: +43-(0)7442 53311  
Fax: +43-(0)7442 533114

bilder@waldhaeusl.com  
<http://www.waldhaeusl.com>  
<http://www.woodystock.net>  
UID: ATU51906905

### §1.

The Photographer undertakes to deliver the material correctly and properly captioned, on the signing by both parties of this Agreement. The property in the material shall remain with the Photographers who shall at his discretion insure the replacement value thereof. The Agent promises to treat the entrusted pictures with the utmost care, but shall not be responsible for any loss of or damage to the material howsoever caused.

### §2.

The Photographer hereby warrants to the Agent that the material is his original work and that he owns the copyright in the material, that all captions purporting to be facts are true, that a valid model release and valid property release is available if needed, that he has the full power to make this Agreement and will indemnify the Agent against any loss, damage or expense occasioned to the Agent in consequence of any breach of this warranty.

### §3.

The Photographer undertakes not to assign, license or otherwise dispose of the copyright in the material and undertakes not to license, assign or dispose of any interest in other photographs which for any reason may cause confusion or which may derogate from the rights granted by this Agreement, without permission of the Agency.

### §4.

The Agency's rate of commission shall be 50% of all monies received by the Agency as revenues including compensation for loss, earned by the material placed with the Agency by the Photographer. The Agency will settle with the Photographer quarterly in respect of all relevant paid-up accounts.

### §5.

The Photographer shall have the right, upon written request, and at his own expenses to appoint an auditor to examine the account books of the Agent insofar as they relate to the sales of his material.



**§6.**

Any photographs deposited with the Agency by the Photographer will be retained by the Agency for a minimum period of 36 months from the date of their deposit. Thereafter either party may give six months written notice of termination, at the end of which time all material shall have been deleted from the agents computer systems.

**§7.**

All images are on a wholly non-exclusive basis.

**§8.**

The photographer  agrees /  does not agree (please make a selection)

that his / her images are offered to Alamy, AGE / THP and Vario Images and that this sub-agents can market the images through their own networks.

**§9.**

The photographer hereby warrants that images (or very similar images) which are online at Bildagentur Waldhaeusl ([www.waldhaeusl.com](http://www.waldhaeusl.com) // [www.woodystock.net](http://www.woodystock.net)) are not available at microstock agencies like Fotolia, Shutterstock, iStockphoto or similar.

If the photographer violates against this, the agency can cancel the contract with immediate effect and may charge a penalty up to € 100,- for lost revenues and administrative expenses.

**§10.**

This Agreement constitutes the entire understanding of the parties hereto and may not be amended, changed, altered, varied or otherwise modified except by an instrument in writing signed both parties.

**§11.**

This Agreement shall be governed by and interpreted in all respects in accordance with the Austrian Law.

City, Date:

Waidhofen / Ybbs,

Signature  
Photographer

Signature  
Bildagentur Waldhaeusl