

I. Wunder Photographics

Artist Submission Agreement

Agreement:

This agreement is between I. Wunder Photographics, a photographic and inkjet studio located at 60 Waller Avenue, White Plains, NY 10605 and the stated artist as follows:

Artist Name: _____

Residing or located at: _____

Background: I. Wunder Photographics is a studio that is engaged with the reproduction of fine art and the sale of reproduction fine art primarily to the professional community directed to offices, office buildings, interior decorators and designers.

Structure:

- 1) The artist has to provide JPG images suitable for the web of their work at the specified size.
- 2) The artist has to provide an acceptable by the standards of I. Wunder Photographics, master file for printing high resolution reproduction prints.
- 3) The artist has to fill out the "File Image List" provided according to instructions.
- 4) I. Wunder will post and maintain the Artist's images on its website, iwunderphoto.com through its gallery until the end of this agreement and should in no way alter the images posted in the gallery or any images that are sold without permission from the artist. It is also agreed that there will be no sale of any images for reproduction by another entity, person, or business without expressed permission in writing by the artist.
- 5) All printing and framing of sold images will be done by I. Wunder Photographics. Cost of the printing is the responsibility of the artist and that the artwork can only be printed on the substrate indicated by the Artist through the "File Image List" under the heading "medium" unless permission is granted by the Artist.
- 6) It is agreed that I. Wunder Photographics the seller will get 25% of the sale price and the artist gets 75% of the sale price, on all sales of the artists work and that I. Wunder Photographics will notify the artist of any sales of their artwork ready to close by phone, mail, or email within 48 hours. There is no commission paid to the artist for framing or installation of the work.
- 7) It is agreed that this is not an exclusive contract making I. Wunder Photographics the artist's sole representative.
- 8) Pricing of the artists work is solely up to the artist.
- 9) It is agreed that I. Wunder Photographics can use any image for the marketing of this enterprise, limited solely to that end and for no other purpose without written permission from the Artist.
- 10) It is agreed that payment to the artist will be within thirty (30) days after receipt of payment for the art work by the client.
- 11) This contract terminates after thirty (30) days of either party notifying the other in writing that it wishes to terminate for any reason with the stipulation that any pieces in the process of being considered or sold will still be able to conclude for that installation or sale.
- 12) Disputes I. Wunder Photographics and the Artist recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Failing resolution of conflicts at the organizational level, I. Wunder Photographics and the Artist agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation in which both parties are in agreement as to who the mediator would be unless I. Wunder Photographics and Artist mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

13) Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of New York, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of acceptance of the terms of this contract among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of New York, in Westchester County, hereby consents to the jurisdiction of the courts of the State of New York and the United States District Court for Westchester county in White Plains, and agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

MISCELLANEOUS

- 14) Indemnification. Artist agrees to indemnify, defend, and hold harmless I. Wunder Photographics and it’s principals, employees, agents and assigns, from and against all claims, lawsuits, demands, penalties, actions, damages, losses, costs, expenses, attorney’s fees and court costs arising out of (a) the operation of Artist’s business (b) any claim by a third party based, in whole or in part, on Artist’s sale or proposed sale of Products or Licensed Images and (c) any other actions described above which are accused by the action or inaction of any of Artist’s agents or employees. I. Wunder Photographics shall have the right, but not the obligation, to assume the defense of any such claim, lawsuit, proceeding, or action. The Artist shall immediately give the Company prompt written notice of any threatened and or actual legal action against I. Wunder Photographics relating in any way to the Service if the Artist in their actions results in I. Wunder Photographics being sued. I. Wunder Photographics agrees to indemnify the Artist in like kind.
- 15) Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 16) Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach
- 17) Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopy signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Entire Agreement. This Agreement, including any Schedules or Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Artist and I. Wunder Photographics respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Artist]

Date: _____

By: _____

Title: _____

[I. Wunder Photographics]

Date: _____

By: _____

Title: Owner