

# COMMISSION AGENCY CONTRACT № .....

Concluded in Tczew on ..... between Photographic Agency *grrou* with its registered office in Tczew, at 21c/7 Jedności Narodu Street, represented by ....., hereinafter referred to as 'the Agency' and ....., identification number..... with the registered office in ....., represented by ....., holder of the identification document (document with a photograph) number ....., issued by ....., NIP (tax identification) number ....., name and number of the bank account ..... hereinafter referred to as the Committent. The Committent publishes ..... Works (specify number) The Committent publishes the Work (Works) at the Site [www.grrou.com](http://www.grrou.com) for the period from ..... to .....

I  
The Commission Agency Contract specifies the terms and conditions on which the Agency undertakes to act as agent in granting Licences and / or sales of the Work (Works) of the Committent to the Agency's Client.

- II
1. The Agency undertakes to publish free of charge at the Internet Site [www.grrou.com](http://www.grrou.com) the Works delivered by the Committent, which are digital files and / or photographs of Physical Works. The Agency will independently decide on the way of presentation of the Committent's Works.
  2. The Committent is obliged to attach to this Contract a Specification with all the published Works and a CD-ROM on which he will write his own name, surname, address, date compliant with the date of concluding the Contract and his signature.
  3. Due to organisation reasons, the Agency will assign its own names and identification numbers to files of the Works delivered by the Committent.
  4. The Committent will receive from the Agency his identification number.
  5. The Committent is obliged to perform his own valuation of each of the Works, and the price of each Work is specified in the Specification under each of the Works.

- III
1. The Committent allows the Agency to administer his Work (Works) throughout the validity of the Contract, in accordance with the terms and conditions of the Contract.
  2. The Committent hereby declares that the Agency is the only disposer of the Committent's Work (Works) throughout the validity of the Contract.
  3. The Committent is materially liable towards the

Licensee should the Works purchased by the Licensee be made available to other parties throughout the validity of the Commission Agency Contract.

4. The Committent hereby states that the Works published at the Site [www.grrou.com](http://www.grrou.com) are his property and are not encumbered with rights of other parties, and the Agency may not be held liable for any incorrectness in the Committent's statements.
5. The Committent hereby states that he has the permissions for publication of the Works granted by persons whose images are enclosed in those Works. The Committent is fully liable for possible infringement of personal rights of the persons whose images are published in the Work (Works).
6. The Committent declares to have acquainted himself with the Regulations and the Licence Contract which are available at the Site [www.grrou.com](http://www.grrou.com) and whose contents specify the principles upon which the Agency makes Works from the Site [www.grrou.com](http://www.grrou.com) available to the Agency's Client. The Committent declares to be fully aware of the way in which his Works may be used and for what period of time.
7. The sale of a Work (Works) for an Advertisement, Book and / or Album may involve withdrawal of a Work (Works) from the Site.
8. Should a Licensee make a claim concerning a Work of the Committent, upon a positive decision of the Agency concerning the claim, the Work will be returned to the Committent without payment of the fee.
9. The Committent is entitled to review the history of publications of his Work (Works).

- IV
1. The Agency is entitled to have at its disposal the Work (Works) of the Committent throughout the

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**the Agency**

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**the Committent**

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town, date

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signature

validity of the Contract.

2. Should the Committent withdraw a Work (Works) from the Site prior to expiry of the Contract, the Committent is obliged to cover the administrative costs of this operation, amounting to € 10.

3. The Committent loses the possibility to withdraw a Work from the Site [www.grrou.com](http://www.grrou.com), if the Agency made the Work available to an Agency's Client on conditions of the Licence Contract whose text is available at the Site [www.grrou.com](http://www.grrou.com).

V

1. The Agency will make efforts in order to propagate the Works published at the Site [www.grrou.com](http://www.grrou.com).

2. The Agency is not responsible for lack of interest in the Committent's Works.

3. The Agency will make efforts in order to protect the personal rights and copyright of the Committent.

4. The Agency undertakes to make efforts as to protect the Works delivered by the Committent to the Agency.

5. The Agency undertakes to protect the digital works (medium) displayed at the Site [www.grrou.com](http://www.grrou.com) by placing the Agency's logo and name onto the digital file; the Agency declares that this is the only form of protecting the displayed Works.

6. In case of theft of a Work from the Site, the Agency will not be liable financially, but it will make efforts in order to enforce compensation for losses resulting from it.

7. An Agency's Client purchasing the Work for advertising purposes is not obliged to sign it.

VI

1. The Committent is obliged to store the Work and / or Physical Work throughout the validity of the Contract and not to make it available or sell it without the Agency's consent and knowledge, subject to immediate termination of the Contract.

2. The Committent's failure to meet the conditions stipulated in clause VI.1 automatically involves reduction of the fee payable for sales of other Works by 500 PLN as the Agency's compensation (irrespective of the Licensee's claims).

VII

1. As its fee, the Agency charges 10% of value of the sold Work (Works).

2. The Agency undertakes to pay to the Committent the fee for sales of the Work under the conditions of the Licence Contract within 30 days of granting the Licence and / or sale of the Work.

3. The amounts due for sales of the Works, less the Agency's commission, will be remitted to the Committent's bank account, whose number is specified at the beginning of this Contract.

VIII

The validity of this Contract is specified as the

period of publishing the Works specified at the beginning of the Contract and extended by 183 days constituting the period of publication exclusivity which the Agency guarantees to the Agency's Client following the provisions of the Licence Contract.

IX

In case of administrative problems connected with the Agency's operation, it reserves the right to withdraw from the Commission Agency Contract without stating an explicit reason thereof.

X

Respective provisions of the Civil Code, Act on Copyright and Related Rights and of the Act on Press Law are applicable with respect to issues not regulated in the provisions of this Contract.

XI

Any disputes which may arise from this Contract will be settled by a court competent for the Agency's registered office.

XII

All amendments and supplements to the Contract must be made in writing.

XIII

This Contract has been made on 2 pages, in two identical counterpart, one counterpart for each Party. The Parties have put their signatures in required places.

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**the Agency**

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**the Committent**

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town, date

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signature