

Photographer Agreement Between

Photographer's Name: _____ **(Hereafter Photographer)**
and
Cosplay Deviants, LLC (Hereafter Cosplay Deviants)

Photographer is an individual who agrees to organize and take photographs of models (who have been approved by Cosplay Deviants) for the purpose of submission and potential use on CosplayDeviants.com.

Cosplay Deviants owns and operates CosplayDeviants.com - an adult website that features photographs of models (in various levels of undress) portraying anime, fantasy and science fiction style characters.

SECTION I: CONFIDENTIALITY AGREEMENT

All information contained within this document is proprietary to Cosplay Deviants, LLC. Without prior written consent of Cosplay Deviants, except to the extent required by an order of a court having competent jurisdiction, or under subpoena from a governmental body or agency, Photographer shall not disclose any trade secrets, proprietary information, customer lists, information regarding product development, marketing plans, financial records, or other financial, commercial, business, or technical information or records relating to Cosplay Deviants, including but not limited to the terms of this agreement (collectively, "Confidential Information"), to any third person, unless such Confidential Information has been previously disclosed to the public by Cosplay Deviants or is in the public domain (other than by reason of Photographer's breach of this Agreement or by a third party's violation of its obligation of confidentiality).

SECTION II: ASSIGNMENT

Photographer agrees to perform the following services:

- a) Arrange photo shoots with Models who have been approved by Cosplay Deviants.
- b) Provide no less than sixty (60) photographs to be submitted for approval to Cosplay Deviants.
- c) At least 25 images in the submitted set must be fully nude.

Without reservation or limitation, Photographer hereby irrevocably transfers, sells, assigns, delivers and conveys to Cosplay Deviants all rights, title and interest in and to the Photos as of the moment of the Photos creation and all rights, title and interest in and to the Photos in any format (e.g., paper or electronic) and all corresponding negatives or other component parts, whether or not delivered to Cosplay Deviants. Photographer also grants Cosplay Deviants its affiliates, agents, successors, licensees and assigns a worldwide, perpetual, royalty-free, irrevocable, fully paid up right and license to use Photographer's name in connection with any Photos. No rights of any kind are reserved to or by Photographer or shall revert to Photographer who expressly waives any rights of attribution or integrity.

SECTION II: ASSIGNMENT (Continued)

In the event that Cosplay Deviants **DOES NOT** approve the submitted photographs for use on CosplayDeviants.com, all rights to the photographs are returned to Photographer with all copies held by CosplayDeviants (digital or otherwise) being deleted/destroyed.

SECTION III: COMPENSATION

Once a submitted set photographs is approved Photographer will be due to the following compensation:

A three (3) month membership to the Cosplay Deviants website starting on the date the Photographer's sets are posted. In the event of multiple sets, the three months will begin at the completion of the previous three months for the earlier set.

\$200.00 will be paid for a complete set of ready to post photographs that feature the same model(s) in the same costume/theme. A complete set will consist of no less than sixty (60) photographs.

Payment will be distributed within sixty (60) days of the set's acceptance date by the Cosplay Deviants staff.

In the event that Cosplay Deviants **DOES NOT** approve the submitted photographs for use on CosplayDeviants.com, no compensation will be paid to Photographer with all copies held by CosplayDeviants (digital or otherwise) being deleted/destroyed.

The signing of this contract does not constitute approval of photography sets for payment.

SECTION IV: REPRESENTATIONS & WARRANTIES

Photographer represents and warrants that:

Photographer solely created the Photos;

Photographer has good and valid title to the Photos, free and clear of all liens, claims, charges, claims of co-ownership, claims of infringement, restrictions and encumbrances;

All clearances, releases, permits and consents necessary for Cosplay Deviants' use of the Photos have been obtained and that the use of any Photos does not (and will not) infringe, misappropriate or otherwise violate the rights of any person or entity;

Photographer has (and will) complied with all applicable international, federal, state, and local laws, regulations and rules (including, without limitation, obtaining and retaining such documentation from any person depicted in any Photos as is required by such laws, rules or regulations to verify such person's identity, age and consent to be included in the Photos) and that all Photos comply with such laws, rules and regulations.

SECTION V: EXCLUSIVITY & NON-COMPETE

Due to the unique nature of the Cosplay Deviants web site and business, Photographer agrees that without prior written consent from Cosplay Deviants, Photographer will not directly or indirectly: (i) sell or otherwise provide Internet, photographic, video, film, audio, text, design, artistic or other creative content to any "Cosplay Deviants Competitor" specified as a person or company who produces and / or distributes cosplay themed adult material; or (ii) own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, member, principal, agent, representative, consultant or otherwise, to any "Cosplay Deviants Competitor".

SECTION V: EXCLUSIVITY & NON-COMPETE (Continued)

"Cosplay Deviants Competitor" means any person, entity or organization other than Cosplay Deviants that competes with Cosplay Deviants, including but not limited to any person, entity or organization that creates, develops, manufactures, produces, distributes, markets, licenses or sells events, products or services that compete with Cosplay Deviants.

Once a set is purchased, all photographs from the set become the exclusive property of Cosplay Deviants, including any images shot during but not submitted with the set. At that point Photographer is forbidden from use of the photographs in any way, shape or form including (but not limited to) publication on another website and/or the sale of prints of the photographs.

A photographer may choose any three images from the completed set to use in his or her personal portfolio under the guidelines that all images retain the CosplayDeviants.com watermark.

Photographer understands that breach of this contract is actionable by Cosplay Deviants in order to recoup lost revenue and projected losses (to be deemed by Cosplay Deviants.)

SECTION VI: NON-SOLICITATION

Photographer agrees that for two (2) years after the full execution of this Agreement, Photographer will not hire (as an employee, agent or consultant) any employee, adviser or consultant of Cosplay Deviants or directly or indirectly seek to persuade any employee, adviser or consultant of Cosplay Deviants to discontinue his or her relationship with Cosplay Deviants or to become involved with any business which is a Cosplay Deviants Competitor, nor will Photographer assist anyone else to engage in any of the foregoing.

SECTION VII: INDEMNITY

Photographer shall indemnify and hold harmless Cosplay Deviants and its affiliates, employees, officers, directors, shareholders, licensees and agents from and against any damages, losses, costs, liabilities and/or expenses (including attorneys' fees) which Cosplay Deviants or such other party may incur as the result of any demand, claim, suit, action or proceeding made or brought against Cosplay Deviants or such other party and based directly or indirectly on: (i) any Photos; (ii) the acts or omissions of Photographer; or (iii) Photographer's breach of this Agreement.

SECTION VIII: CANCELLATION POLICY

Both parties reserve the right to cancel this agreement at *any time for any reason*. Photographer understands that upon cancellation all submitted images that have been accepted as Cosplay Deviants sets shall remain property of Cosplay Deviants LLC. Photographer understands that any misuse of Cosplay Deviants property or information about its practices outlined in section (i) of this contract is actionable by Cosplay Deviants in order to recoup lost revenue and projected losses (to be deemed by Cosplay Deviants.)

SECTION IX: MISCELLANEOUS

Photographer is an independent contractor and nothing contained in this Agreement shall be construed to establish an employer/employee, partnership, agency or a joint venture relationship between Photographer and Cosplay Deviants. Photographer shall acquire no right to use, and shall not use without Cosplay Deviants' express prior written consent, any Cosplay Deviants intellectual property. Photographer agrees not to disparage Cosplay Deviants in any manner. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns and constitutes the entire agreement between the parties and supersedes all prior and contemporaneous negotiations and agreements regarding the subject matter in the Agreement. No amendment to or modification of this Agreement will be valid and binding unless in writing signed by both parties. This Agreement shall be governed by and construed under the laws of the State of Florida and the parties hereby consent to the exclusive jurisdiction of and venue in the courts sitting in Orlando, Florida.

AT THE TIME THAT PHOTOGRAPHER SIGNS THIS ASSIGNMENT, PHOTOGRAPHER AGREES THAT PHOTOGRAPHER IS EIGHTEEN (18) YEARS OF AGE OR OLDER.

AGREED TO AND UNDERSTOOD BY:

Troy Doerner – Cosplay Deviants LLC.

date

PHOTOGRAPHER

date

E-mail

Mailing Address