

This agreement is made and entered into between

_____ (artist)
and Bitsela a DBA / Cheryl Ann Michaels

Whereas Bitsela is engaged in the business of creating, purchasing and distributing small works of digital art (images) having a Jewish religious theme, reproducing and modifying these images using computer technology and organizing these images into collections. Individual images and collections of images may be provided both free and for-fee under a license agreement between Bitsela and the individual user, company or organization.

Whereas artist agrees to provide certain works of art (ie: photographs, paintings, graphics, illustrations) to Bitsela for modification, reproduction and distribution by Bitsela as digital clipart and printable pages.

Consideration:

Bitsela will provide credit to the artist on free-bitsela.com and will provide the artist with a one-page biography with links and photos as provided by the artist for as long as the images are offered on free-bitsela.com, unless otherwise requested by the artist.

Bitsela will pay shipping fees for any examples or other materials sent to the artist and will reimburse the artist for any shipping fees incurred by the artist and for any materials purchased on behalf of Bitsela. All fees must be approved in advance and in writing by Bitsela.

The above represents Bitsela's sole obligation to the artist for all of the artist's services and expenses to be rendered, including any time spent communicating with Bitsela regarding specifications.

Acceptance of Images:

Bitsela will have the right to reject an image, for whatever reason, and will not use that image.

Rights to images / primary use:

Bitsela will have the right to offer the digital artwork for licensed use by individuals, non-profit organizations, book and magazine publishers, web developers, newsletter editors, film producers, software developers, card and stationery printers and any others that enter into a license agreement with Bitsela. Bitsela will have the right to use the images in Bitsela's publicity and

advertising materials, free graphics collections and (optionally) any other projects Bitsela engages in currently or at any time in the future.

Bitsela has the unconditional right to license, distribute or sell all digital artwork in the Bitsela collection to other companies who provide similar graphics and clip-art collections.

Rights to modify images:

Bitsela will have the right to modify the images by cropping, resizing, changing or adding colors, applying special effects and filters, animating, converting to other image formats, adding text, rendering in 3-D, adding watermarks and making other changes related to the production and distribution of digital graphics.

Secondary usage of images:

If Bitsela has the opportunity to use or sell the art work to create new products, not related to the distribution of digital graphics or clip art, or the promotion of the graphic and clip art product lines, Bitsela agrees to obtain the artist's written permission and to pay a portion of any royalty or other fees to the artist.

Termination of agreement:

The artist will have the right to terminate this agreement at any time, for whatever reason, with no further obligations. Bitsela will not be obligated to return any images previously delivered to and accepted by Bitsela.

Agreement not to compete with Bitsela:

Artist will not offer, provide or resell these specific graphic images, photos or reproductions, in any format, to any other individual, company or organization without the written permission of Bitsela. Except for use of these graphics by the artist on the artist's web site or to promote the artist's work.

Agreement to hold harmless:

Artist agrees to hold Bitsela harmless for any misuse of the images by the licensee (user/client of free-bitsela.com).

Whereas artist warrants that all images provided to Bitsela are authentic, original works or photographs created by the artist exclusively for Bitsela a DBA. Artist holds Bitsela harmless should it be found that the work is in breach of this warranty.

Signed:

_____ (artist) _____ date