

Terms and Conditions of Associate Member Subscription

This Agreement is between Roost Studios, Inc. (Roost) and the Associate Member (AM). The Services are offered to you conditioned on your acceptance without modification of the terms and conditions contained in this Agreement. Your payment of the Subscription Fee and submission of artwork constitutes your agreement to the terms and conditions stated in this Agreement. Unless explicitly stated otherwise, the terms of service stated herein will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, Roost reserves the right to seek all remedies available by law and in equity for such violations. This agreement confers no membership privileges at Roost beyond those explicitly stated herein.

An annual Subscription Fee of \$600.00 is payable in full by credit card at the time of entering into this Agreement, through the Roost website at www.roostcoop.org/associate-member-subscription. The Subscription Fee is non-refundable in whole or in part.

Upon payment of the Subscription Fee, AM shall receive instructions from Roost that explain image specifications, required image information to be provided by AM, and instructions on how to upload AM's images to the Roost Online Store using Dropbox. This agreement commences upon payment of the Subscription Fee (Commencement Date), regardless of the date or dates that AM uploads images to the Online Store, and shall end one year (365 days) from the Commencement Date unless this Agreement is renewed and an additional annual Subscription Fee is paid.

AM shall upload a maximum of 100 images to the Online Store. AM represents that AM is the creator of all of the work uploaded and owns all rights to such work and shall indemnify and defend Roost in the event of any claims to the contrary. AM shall retain the copyright to their artwork.

AM shall be entitled to receive 100% of the proceeds of each sale of AM's work after deduction of standard production costs, finance fees and shipping. AM acknowledges and understands that the capacity to print images in a variety of sizes is limited based upon file size. Pricing is uniform in the Online Store based on size and is unilaterally set by Roost. Payments for purchased artwork shall be collected by Roost and the net proceeds of any sales shall be tendered to AM by the 15th of the following month by check sent in the US mail. An AM who receives more than \$600 in net sales proceeds in any one calendar year will be issued an IRS form 1099.

AM acknowledges and understands that Roost makes no promises, guarantees or assurances of promotion of AM's work and/or sales volume. Effective use of the Roost Online Store requires AM's best efforts to promote their own work.

This Agreement shall be governed by the laws of the State of New York. Roost Studios, Inc. is a not-for-profit corporation incorporated pursuant to Section 501(c)(3) of the Internal Revenue Code. You should read and understand this Agreement. It is a legal and binding contract. AM agrees to the foregoing terms and conditions by AM's digital signature herein.