

Terms and Conditions

- 1. Payment.** Client shall pay the Photographer within thirty days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Assignment. The Client shall be responsible for and pay any sales tax due. Time is of the essence with respect to payment. Overdue payments shall be subject to interest charges of ____ percent monthly.
- 2. Advances.** Prior to Photographer's commencing the Assignment, Client shall pay Photographer the advance shown on the front of this form, which advance shall be applied against the total due.
- 3. Reservation of Rights.** Unless specified to the contrary on the front of this form any grant of rights shall be limited to the United States for a period of one year from the date of the invoice and, if the grant is for magazine usage, shall be first North American serial rights only. All rights not expressly granted shall be reserved to the Photographer, including but not limited to all copyrights and ownership rights in photographic materials, which shall include but not be limited to transparencies, negatives, and prints. Client shall not modify directly or indirectly any of the photographic materials, whether by digitized encodings or any other form or process now in existence or which may come into being in the future, without the express, written consent of the Photographer.
- 4. Value and Return of Originals.** All photographic materials shall be returned to the Photographer by registered mail or bonded courier (which provides proof of receipt) within thirty days of the Client's completing its use thereof and, in any event, within ____ days of Client's receipt thereof. Time is of the essence with respect to the return of photographic materials. Unless a value is specified for a particular image either on the front of this form or on a Delivery Memo given to the Client by the Photographer, the parties agree that a reasonable value for an original transparency is \$1,500. Client agrees to be solely responsible for and act as an insurer with respect to loss, theft, or damage of any image from the time of its shipment by Photographer to Client until the time of return receipt by Photographer.
- 5. Additional Usage.** If Client wishes to make any additional uses, Client shall seek permission from the Photographer and pay an additional fee to be agreed upon.
- 6. Authorship Credit.** Authorship credit in the name of the Photographer, including copyright notice if specified by the Photographer, shall accompany the photograph(s) when it is reproduced, unless specified to the contrary on the front of this form. If required authorship credit is omitted, the parties agree that liquidated damages for the omission shall be three times the invoiced amount.
- 7. Expenses.** If this form is being used as an Estimate, all estimates of expenses may vary by as much as ten (10%) percent in accordance with normal trade practices. In addition, the Photographer may bill the Client in excess of the estimates for any overtime which must be paid by the Photographer to assistants and freelance staff for a shoot that runs more than eight (8) consecutive hours.
- 8. Reshoots.** If Photographer is required by the Client to reshoot the Assignment, Photographer shall charge in full for additional fees and expenses, unless (a) the reshoot is due to Acts of God or is due to an error by a third party, in which case the Client shall only pay additional expenses but no fees; or (b) if the Photographer is paid in full by the Client, including payment for the expense of special contingency insurance, then Client shall not be charged for any expenses covered by such insurance in the event of a reshoot. The Photographer shall be given the first opportunity to perform any reshoot.
- 9. Cancellation.** In the event of cancellation by the Client, the Client shall pay all expenses incurred by the Photographer and, in addition, shall pay the full fee unless notice of cancellation was given at least ____ hours prior to the shooting date, in which case fifty (50%) percent of the fee shall be paid. For weather delays involving shooting on location, Client shall pay the full fee if Photographer is on location and fifty (50%) percent of the fee if Photographer has not yet left for the location.
- 10. Releases.** The Client shall indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested or uses which exceed the uses allowed pursuant to a release.
- 11. Samples.** Client shall provide the Photographer with two copies of any authorized usage.
- 12. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either of the parties, except that the Photographer shall have the right to assign monies due hereunder. Both Client and any party on whose behalf Client has entered into this Agreement shall be bound by this Agreement and shall be jointly and severally liable for full performance hereunder, including but not limited to payments of monies due to the Photographer.
- 13. Arbitration.** All disputes shall be submitted to binding arbitration before _____ in the following location _____ and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$_____ shall not be subject to this arbitration provision.
- 14. Miscellany.** The terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives; this Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize additional fees and expenses orally; a waiver of a breach of any of its provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof; and the relationship between the Client and Photographer shall be governed by the laws of the State of _____.