

SAMPLE CONFIRMATION LETTER

(On Letterhead)

(Date)

To: Ms. Pat Buyer
Art Director/Buyer
Amiable Advertising

Subject: Slippery Snowmobile Photography Assignment

Dear Pat:

Thank you for the assignment to shoot the images for the Slippery Snowmobile Campaign.

The assignment requires the creation of three photographs. One is an unmanned snowmobile in a snow-covered outdoor setting. The second is a snowmobile manned by two people being driven along a tree-lined and snow-covered path. The third is a single-manned snowmobile crashing through a small snowbank with snow flying through the air. Copies of the sketches supplied by you have been attached for reference.

The location for the work is to be in Colorado during the week of January 20 to 25. The deadline for delivery of finished images is no later than January 29. You require digital files of all images according to the specifications attached.

The expenses that will be incurred include:

Assistants & stylist	\$ 1,750.00
Location scouting	1,200.00
Location permits or fees	600.00
Casting & models	4,000.00
Travel	2,900.00
Wardrobe	900.00
Film/processing/digital services	1,621.00
Total	\$12,971.00

Creative, production, and usage fees are based upon eight days for preparation, travel, shooting, and post-production work plus the usage to be made of the photographs. The total of these fees for this assignment is \$34,971. For this amount there will be a transfer of the full title to copyright in the images taken as part of the assignment. No rights can or will be transferred to any other party except that Happy Shooter may use copies of the images and the advertising in which they appear for the promotion of his business interests, in any picture books or photography exhibits, and as art for display purposes. If the images are used for publication of

any kind after two years from the date of initial publication in advertisements, Happy Shooter will be paid an additional fee of \$5,000 per year. Any applicable taxes will be charged in addition to the agreed fees and expenses.

1. Being fully insured, I am responsible for any liability incurred through my errors, omissions, and/or negligence. Likewise, Amiable Advertising is responsible for any claims arising from its actions or failure to act.
2. Should there be weather delays on the assignment, my fee for such days will be \$800 for each day plus all expenses incurred including crew and model expenses.
3. Invoices must be paid within thirty days of the invoice date. Unpaid invoices are re-billed after thirty days, and a \$50 rebilling fee applies. Payment is the responsibility of Amiable Advertising as the purchasing party. If Amiable Advertising's policy is to make its payments contingent on payment from Slippery Snowmobiles, then I require a purchase order from Slippery Snowmobiles so I can bill them directly, if need be.
4. All original film and images produced remain my property. In the unlikely event that the original images from this assignment are lost or damaged by any party after delivery to Amiable Advertising the full extent of liability shall be the amount of the invoice for the above selected option.
5. Model releases will be secured from each person in the images. Copies of the model release to be used are attached. If a different model release is required, please notify me and provide a copy of the release with the acceptance of this estimate. A copy of the attached independent contractor agreement will be obtained from all service providers including models and assistants.
6. Any alterations, whether additions, subtractions, or otherwise, made to the images after delivery by me are the responsibility of Amiable Advertising and its client. Should a release acquired from a model fail to cover such alterations, it shall be the sole responsibility of the party authorizing such alterations. This also applies to any violation of the terms of a release.
7. Unless cancelled seven or more days before the assignment, this confirmation constitutes a binding agreement on the parties. In the event of cancellation, any unavoidable expenses incurred by the photographer prior to or after the cancellation will be paid by Amiable Advertising.

Once again, thank you for the assignment. I look forward to working with you on this assignment and in the future.

Warm regards,

Happy Shooter