

To;

Date: Invoice #:

Job #

PO #

AD/Editor:

Client:

Shooting Date(s):

Estimate:

Asst Confirmation:

**Description;**  
**Usage Rights:**

**EXPENSES**

---

Film & Prints

Other Expenses  
Assistant

Models  
Set Materials

**Expenses Total**

---

**FEES**

---

Creative Fee  
Other Fees

**Total Fees & Expenses**

Sales Tax  
Finance Charge  
Less Advance

**Balance Due**

---

Rights granted only upon full payment of invoice. Subject to all terms and conditions on reverse side. Please sign and return.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

ALL ASSIGNMENTS ARE ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS BELOW AND THE RIGHTS AND LICENSE GRANTED ARE LIMITED AS FOLLOWS

- (A) DEFINITIONS: "Photographer" hereafter refers to \_\_\_\_\_, author of the photographs.  
"Client" refers to commissioning party, named on the face of this form, and its representatives.
- (B) QUOTED FEES AND EXPENSES apply to original layout and job description only. Additional compensation must be negotiated with Photographer for any subsequent changes, additions, or variations requested by Client, and confirmed in writing. Client will also be bound by oral agreement for fees or expenses which cannot be confirmed in writing due to immediate proximity of shooting. All expense estimates subject to normal trade variance of 10%.
- (C) CANCELLATIONS AND POSTPONEMENTS. (1) In the event that Client does not provide mutually agreed prior notice of cancellation or postponement, Client shall pay 50% of Photographer's fee. If Client cancels or postpones with less than two business days prior notice, Client shall pay 100% of Photographer's fee. (2) If Client specifies weather conditions for the shoot, and postponement is required due to weather, Client shall pay full fee unless postponement is made prior to departure to location, in which event Client shall pay 50% of fee. (3) In the event of cancellation or postponement of the booking for any cause other than the Photographer's, Client shall pay all expenses incurred by Photographer as indicated on this form.
- (D) CLIENT REPRESENTATIVE. Client is responsible for the presence of its authorized representative at the shooting to approve Photographer's interpretation of assignment. If no such representative is present, Client shall accept Photographer's interpretation or assignment.
- (E) OVERTIME. When shootings are booked on a day basis, overtime charges shall apply to Photographer, and to all other personnel required to work in excess of eight consecutive hours. If shoot lasts beyond scheduled time, Client shall pay any additional fees and expenses thereby incurred.
- (F) RESHOOTS. If the film at the time of delivery is unusable because of defect, loss or damage, equipment malfunction, processing or other technical error, Photographer shall reshoot without additional fee, and Client shall pay all expenses for the reshoot. Client-requested changes in completed shoots are subject to additional fee plus all additional expenses.
- (G) GRANT OF RIGHTS. Grant of any usage rights, including reproduction rights, is conditioned on receipt of payment in full. All photographs and rights not expressly granted remain the exclusive property of the Photographer.
- (H) COPYRIGHT PROTECTION/ CREDIT LINE. Client shall provide copyright protection by placing proper copyright notice on any use, adjacent to or within the photograph in the following form: "Photo by \_\_\_\_\_" or fee shall be tripled. Client shall provide Photographer with three free copies of uses in print.
- (I) PAYMENT. Invoices are payable upon receipt. 2% per month finance charge is applied on any balances unpaid after 15 days. A \$20 rebilling fee will be added after each 15 day period.
- (J) INDEMNITY. Client will indemnify Photographer against any and all claims and expenses, including reasonable counsel fees, arising from its use of Photographer's work.
- (K) RETURN OF PHOTOGRAPHS. Client assumes all risk for original material supplied by Photographer from time of receipt to time of return to Photographer's safekeeping. Client agrees to return all such materials within 30 days of publication, or such other period as is stated on the face of this invoice.
- (L) LOSS OR DAMAGE. In case of loss or damage, Client agrees that the reasonable value of original transparencies is \$1500.00 each.
- (M) COLLECTION. The terms of this agreement shall be governed by the laws of Maryland and applicable contract laws. Collection of indebtedness or enforcement of terms by law or through an attorney will entitle Photographer to collect reasonable attorneys fees plus interest, and all court costs.
- (N) MISCELLANEOUS. Client may not assign or transfer this agreement or the rights granted. No alteration in the above stated provisions may be made without the express written consent of the Photographer.