

# JE JORDAN EWERT photography

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## ASSIGNMENT ESTIMATE / CONFIRMATION / INVOICE (PHOTO)

Estimate     Confirmation     Invoice    Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Client \_\_\_\_\_ Client Contact \_\_\_\_\_  
Company Name Printed Name

Address \_\_\_\_\_ Purchase Order # \_\_\_\_\_ Job # \_\_\_\_\_  
Photographer Tax ID # \_\_\_\_\_  
Assignment Due Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Assignment Description \_\_\_\_\_

**Specific Copyrights.**  Reproduction  Derivation  Distribution  Performance  Public Display

**Grant of Rights.** Upon receipt of full payment, Photographer shall grant to the Client the following exclusive rights: For use as \_\_\_\_\_

For the product, project, or publication named \_\_\_\_\_

In the following territory \_\_\_\_\_

For the following period or number of uses \_\_\_\_\_

**Electronic Rights.**  Yes, exclusive electronic rights shall be granted in addition to printed rights for product, project, or publication named \_\_\_\_\_ under same exclusive agreement above for the reuse fee of \$ \_\_\_\_\_. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer database, and network servers.

**Credit.** The Photographer  shall  shall not receive adjacent credit (Jordan Ewert Photography) on printed or electronically distributed materials.

Subject(s) for Photo \_\_\_\_\_

Location(s) for Photo \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Location(s) for Photo \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Special services, if required (including any special equipment) \_\_\_\_\_



**EXPENSES / FEES**

- The copyright to all images created or supplied pursuant to this agreement remains the sole and exclusive property of the photographer. There is no assignment copyright, agreement to do work for hire, or intention of joint copyright expressed or implied hereunder. Conditioned upon payment in full, the client is licensed the above usage specifications in accord with the conditions stated herein. Payment must be paid in full in 30 days or 1.5% percent interest on the unpaid balance until payment is made in full.
- All Expense estimates are subject to normal trade variance of 10 percent.
- Advance payments must be received at least 48 hours prior to assignment commencement.

**Expenses**

<b>Accommodations</b>	
Car Rentals	\$ _____
Catering	\$ _____
Hotels	\$ _____
Meals	\$ _____
Trailers	\$ _____
<b>Rentals</b>	
Backgrounds	\$ _____
Cameras / Lenses	\$ _____
Lighting Equipment	\$ _____
Locations	\$ _____
Props	\$ _____
<b>Talent</b>	
Assistants	\$ _____
Casting Director	\$ _____
Crews / Special Technicians	\$ _____
Hair or Makeup Artist	\$ _____
Location Scout	\$ _____
Messengers	\$ _____
Models	\$ _____
Set Designer	\$ _____
Wardrobe, Prop or Food Stylist	\$ _____
<b>Travel</b>	
Airfare	\$ _____
Mileage / Tolls / Parking	\$ _____
<b>Other Expenses / Misc</b>	
Gratuities	\$ _____
Insurance	\$ _____
Permits	\$ _____
Physical Proofs / Prints	\$ _____
Shipping	\$ _____
Misc.supplies (e.g., tape, bulbs, gels)	\$ _____
Sales Tax	\$ _____
<b>TOTAL EXPENSES</b>	\$ _____

**Fees**

Package Fee ( _____ )	\$ _____
Package Name	
Fee without package	\$ _____
Photography fee	\$ _____
Other fees	\$ _____
Preproduction \$ _____/day;	\$ _____
Travel \$ _____/day;	\$ _____
Weather days \$ _____/day	\$ _____
CD or DVD burning	\$ _____
Digial Archiving	\$ _____
FTP Transfer of Files	\$ _____
Master Digital Files	\$ _____
Repurposed Digital Files	\$ _____
Reshoots	\$ _____
Retouching	\$ _____
Rush Retouching	\$ _____
Space or Use Rate	\$ _____
Image Re-Use fee	\$ _____
Sales tax	\$ _____
<b>FEE SUBTOTAL</b>	\$ _____
Plus total expenses	\$ _____
<b>GRAND TOTAL</b>	\$ _____
Less advances	\$ _____
<b>BALANCE DUE</b>	\$ _____
<b>Photographer Signature</b> _____	
Client _____	
Company Name	
By _____	
Authorized Signatory, Title	

**Terms and Conditions**

1. **Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay \_\_\_\_\_ percent interest on the unpaid balance until payment is made in full.

2. **Cancellation.** If the Client shall cancel this Agreement thirty (30) or more calendar days before the session date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within thirty (30) days of the session date and if the Photographer does not obtain another assignment for that time, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.

3. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. The Photographer may, with the Client's permission, make the proofs available on a Web site or CD-ROM.

4. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.

5. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.

6. **Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

7. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer shall be a competent professional.

8. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

9. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

10. **Client's Originals.** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \_\_\_\_\_ per image.

11. **Arbitration.** All disputes arising under Agreement shall be submitted to binding arbitration before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ in the following location \_\_\_\_\_ and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$ \_\_\_\_\_.

12. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

**Photographer Signature** \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Client \_\_\_\_\_

Company Name

By \_\_\_\_\_

Authorized Signatory, Title

Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_