

TERMS AND CONDITIONS

- (a) "Photographer" hereafter refers to (your name). Except where outright purchase is specified, all photographs and rights not expressly granted on reverse side remain the exclusive property of Photographer. All editorial use limited to one time in the edition and volume contemplated for this assignment. In all cases additional usage by client requires additional compensation and permission for use to be negotiated with Photographer.
- (b) Absent outright purchase, client assumes insurer's liability to (1) indemnify Photographer for loss, damage, or misuse of any photograph(s) and (2) return all photographs prepaid and fully insured, safe and undamaged by bonded messenger, air freight or registered mail, within 30 days of publication. In any event, client agrees to return all unpublished material to Photographer in the above manner, and supply Photographer with two free copies of uses appearing in print.
- (c) Reimbursement for loss or damage shall be determined by a photograph's market value or, in the absence of that due to lack of prior use, then its intrinsic value, typically \$1,500 per image.
- (d) Adjacent credit line for Photographer must accompany editorial use, or invoice fee shall be doubled. Absent outright purchase, client will provide copyright protection on any use and assign same to Photographer immediately upon request, without charge.
- (e) Photographer has supplied or will supply specifically requested releases on photographs requiring same for use. Client will indemnify Photographer against all claims and expenses due to uses for which no release was requested in writing. Photographer's liability for all claims shall not, in any event, exceed the fee paid under this invoice.
- (f) Time is of the essence for receipt of payment and return of photographs. Grant of right of usage is conditioned on payment. Payment required within 30 days of invoice: 1 ½ % per month service charge on unpaid balance is applied thereafter. Adjustment of amount, or terms, must be requested within 10 days of invoice receipt. All expense estimates subject to normal trade variance of 10%.
- (g) Client may not assign or transfer this agreement. Only the specified terms, hereby incorporating Article 2 of the Uniform Commercial Code, are binding. No waiver is binding unless set forth in writing. Nonetheless, invoice may reflect, and client is bounded by, oral authorizations for fees or expenses which could not be confirmed in writing due to immediate proximity of shooting.
- (h) Any dispute regarding this agreement, including its validity, interpretation, performance, or breach, shall be arbitrated in (Photographer's City and State) under rules of the American Arbitration Association and the laws of (State of Arbitration). Judgment on the Arbitration award may be entered in the highest Federal or State Court having jurisdiction. Client shall pay all arbitration and court costs, reasonable attorney's fees plus legal interest on any award or judgment.

(i) Additional Specifications:

Placement (cover, inside, etc. _____).

Size (½ page, 1 page, double page, etc. _____).

Time limit on use _____. Use outside U.S. (if any) _____.

Copyright Credit Line is required in the following form: © (insert Photographer's name) 2007.