

Photography Service Agreement

As of _____, _____; _____ hereafter referred to as Client, enters into the following agreement with Daron Shade. The agreement constitutes the entire agreement between both parties and will apply to all future transactions.

A. Commission

Client agrees to pay Daron Shade a Creative Fee of \$ 2500.00 each day for the period of ___ days for creation of all negatives, transparencies (slides), digital images, and prints, hereafter referred to as Photographs, that Client commissions Daron Shade to create.

Further, commissions in this contract can be described as:

___ Commercial (when Photographs are intended to be used for any advertising product, political campaign, newsletters or annual reports)

___ Editorial (when Photographs are intended to be used for magazines and newspapers).

B. Copyright

Except as otherwise specifically provided in writing, all Photographs and rights contained therein, including copyright, remain the sole and exclusive properties of Daron Shade.

All use of Photographs created during an Editorial commission are limited to one-time in the edition and volume contemplated for assignments. Any additional uses require the prior written agreement of Daron Shade on terms to be negotiated at that time. In addition, payment to Daron Shade for the use of the images, often referred to as space rates, may be negotiated in writing below. Absence of space rates implies that one time Editorial usage is included in the Creative Fee unless otherwise stated in writing.

Space Rates, if applicable.

\$ _____ 1/4 Page or less

\$ _____ 1/2 Page or less

\$ _____ 1 Page or less

\$ _____ Front Cover

\$ _____ Rear Cover

Daron Shade grants client first time use rights in North America. All use of Photographs created during a Commercial commission must be negotiated prior to their usage. No usage rights are included or implied with the Creative Fee charged to Commercial Client for commissions.

Daron Shade retains, for life, reproduction and display rights to all Photographs for use in photographic competition, promotional materials and any publication of an original manuscript or portfolio presentation for trade or other use.

C. Photographer Judgement

Client is responsible for sending an authorized representative to the contracted location where Daron Shade will make Photographs for Client. If no representative is present, the Client must accept Daron Shade's judgment as to the creation of the Photographs.

D. Payment Terms

Client must deliver payment within 30 days of the invoice date. A \$25.00 re-billing fee and 2% service charge will be charged on the unpaid balance 30 days from the invoice date and at the end of every 30 period thereafter. Adjustments of these terms must be requested in advance of work completed by Daron Shade for Client.

E. Expenses

Client will be responsible for expenses incurred while carrying out the process of generating images. These expenses include but are not limited to:

- ___ assisting fee of \$175 per day
- ___ hotel fees
- ___ rental car expenses
- ___ rental car fuel expenses
- ___ photographer's and assistants' meals
- ___ fair market value of film and processing

The Client will also be charged \$0.55 or the current Internal Revenue Service mileage rate, which ever is greater, for each mile driven while carrying out activities related to creating and delving commissioned Photographs to the Client. The Invoice may reflect, and Client is bound by, oral authorizations for fees and/or expenses that could not be confirmed in writing due to immediate proximity of the creating the Photographs for the commission.

F. Estimates

All expense estimates made by Daron Shade are subject to vary by as much as 15%.

G. Client Liability

Client assumes full liability for its principles, employees, agents, affiliates, successors and assigns (including without limitation messengers and freelance researchers) for loss, damage or misuse of the Photographs. Client shall indemnify Photographer against all claims, liability, damages and expenses incurred by Daron Shade in connection with any third party claim arising out of use of said material hereunder.

Client assumes insurer's liability to (1) indemnify Daron Shade for loss or damage of any Photographs, and (2), absent outright purchase, return all photographic originals prepaid and fully insured, safe and undamaged by bonded messenger, air freight or registered mail within 30 days after the first use thereof as provided herein. In the event any original photograph is not returned in the above manner, an unwarranted-risk-fee of three hundred U.S. dollars (\$300) or 1/2 of invoice fee, whichever is greater, shall be paid.

Reimbursement by Client for loss or damage of each original photograph shall be in the amount of one thousand five hundred U.S. Dollars (\$1,500). Daron Shade and Client agree that said amount represents the fair and reasonable value of each item. Client's payment to Daron Shade must be made within 30 days of discovering that the materials can not be found and or recovered in their original condition.

H. Cancellations

Cancellations and postponements: Client is responsible for payment of all expenses incurred during the commission up to the time of cancellation, plus 50% of creative fee. If notice of cancellation is given less than two business days before shoot date, Client will be charged 100% of the creative fee.

Daron Shade shall be indemnified against any claims stemming from cancellations at any time due to his or her health.

I. Third Parties

Client may not assign or transfer this agreement to a third party. No waiver is binding unless set forth in writing.

Daron Shade is not responsible for the acts of third parties that lead to complications in or prevent completion the commissions.

J. Product Samples / Clips

Client agrees to supply Daron Shade with six free copies of each print use of the Photographs.

K. Model and Property Releases

No model or property releases exist on any of the Photographs unless Daron Shade specifies the existence of such release in writing. Client will indemnify and defend Daron Shade against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any of the Photographs for which Daron Shade furnished no release, or any of the Photographs altered by Client or at the Clients request. Daron Shade's liability for all claims shall not, in any event, exceed the fee of one dollar.

Addendum

A. Commission:

B. Copyright:

Daron Shade maintains all image rights but grants Client the following explicit privileges of reproduction:

Client's Signature: _____ Date: _____

Daron Shade: _____ Date: _____