

Mattucci Photography and Graphics Service Agreement

As of _____, 20____, _____, hereafter referred to as Client, enters into the following agreement with Mattucci Photography and Graphics, hereafter referred to as Photographer. The agreement constitutes the entire agreement between both parties and will apply to all future transactions.

A. Commission

Client agrees to pay Photographer a Creative Fee of \$ 150 each day for the creation of all negatives, transparencies (slides), digital images, and prints, hereafter referred to as Photographs, that Client commissions the Photographer 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) or 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 Photographer.

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 Photographer on terms to be negotiated at that time. In addition, payment to photographer 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.

Space Rates, if applicable.

\$_____ 1/4 Page or less

\$_____ 1/2 Page or less

\$_____ 1 Page or less

\$_____ Front Cover

\$_____ Rear Cover

Photographer 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.

Photographer 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 Photographer will make Photographs for Client. If no representative is present, the Client must accept Photographer's judgment as to the creation of the Photographs.

Mattucci Photography and Graphics
159 Mountain Dr., Carnegie, PA 15106
Ph: 412-719-8008 Fax: 412-291-1477

D. Payment Terms

Client must deliver payment within 30 days of the invoice date. A \$15.00 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 Photographer 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: If applicable, an assisting fee of \$75 per day, hotel fees, rental car expenses, rental car fuel expenses, photographer's and assistants' meals, and the fair market value of film and processing. The Client will also be charged \$1.50/per mile or, the current Internal Revenue Service mileage rate plus \$1.00, whichever is greater, for each mile driven while carrying out activities related to creating and delivering 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.

In addition, the following fees will be applied when digital cameras are used to complete a commission. The Client will be charged \$0.39 for each digital image created during the completion of the Commission. Absent outright purchase of Photographs for a Commercial commission, Client may review preview images on a CD or online in a Web Gallery that mimics traditional photographic contact sheets. The Client will be charged and agrees to pay \$35 for any such CDs. Or, if applicable, access to any Web-based preview galleries of the Photographs. Once the Client selects Photographs with one of the preview methods, Client will be charged \$25 for the delivery of each image intended for Commercial use, which will be prepared for reproduction on a professionally calibrated monitor. With the outright purchase of Photographs from a Commercial commission, Client will receive a CD of original Photographs at no additional charge. Clients will not be charged for CDs or Web Galleries showing Photographs created during an Editorial commission.

F. Estimates

All expense estimates made by Photographer 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 Photographer in connection with any third party claim arising out of use of said material hereunder.

Client assumes insurer's liability to (1) indemnify Photographer 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). Photographer and Client agree that said amount represents the fair and reasonable value of each item. Client's payment to Photographer 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 50% of the creative fee.

Mattucci Photography and Graphics
159 Mountain Dr., Carnegie, PA 15106
Ph: 412-719-8008 Fax: 412-291-1477

Photographer shall be indemnified against any claims stemming from cancellations at any time due to his or her health or family emergencies. Postponements by Photographer may be warranted due to weather or conditions that will inhibit the ability of the Photographer to properly conduct work.

I. Third Parties

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

Photographer 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 Photographer with six free copies of each use of the Photographs.

K. Model and Property Releases

No model or property releases exist on any of the Photographs unless Photographer specifies the existence of such release in writing. Client will indemnify and defend Photographer 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 Photographer furnished no release, or any of the Photographs altered by Client or at the Clients request. Photographer's liability for all claims shall not, in any event, exceed the fee of one dollar.

Client's Signature: _____ Date: _____

Photographer's Signature: _____ Date: _____