

## Aerial Photo Terms and Conditions

Client agrees to the Terms and Conditions set forth in this document with Mattucci Photography and Graphics, hereafter referred to as Photographer. These Terms and Conditions will apply to all future Client transactions unless otherwise superseded by a new contract. A signed Aerial Photography Quote by the client and returned to Photographer will supersede any pricing outlined in the Terms and Conditions.

### A. Commission

Client agrees to pay Photographer as determined by package below or custom quote, plus a pre-flight set-up and post-flight image processing charge for the creation of all digital images, and prints, hereafter referred to as Photographs, which Client commissions the Photographer to create. One hour packages are charged a minimum of \$40 pre/post-flight processing charge. Additional set-up and post-flight charges may apply for multiple sites and will be disclosed to client on quote. Client will be charged a minimum of the aircraft hourly charge at \$110/hr. even if the Client declines to accept the proof images provided by Photographer.

This fee covers aircraft hourly usage commercial pilot, and photographer fees. Flights lasting over the specified package hourly time or custom quote time, the billing rate will be charged per hour at quarter/hour increments at \$200/hr. For example if the aerial photo flight lasted 1 hour + 15 minutes, the total would be an additional \$50. Every effort is made to ensure the photo mission is completed within the time specified in the customer quote. \*Fees are subject to change based on aircraft and will be discussed with client prior to scheduling the mission. A 10% security deposit based on cost estimate or \$40, whichever is greater, will be required to schedule any photo mission and is applied as partial payment. The security deposit is used as assurance to reserve the aircraft and provide Client with priority scheduling of photo mission. Should the flight be cancelled due to weather, pilot availability, or aircraft maintenance, Photographer will reschedule. If Client decides they no longer need the service after scheduling, Photographer will refund 100% of the security deposit if the cancellation is made 48 hours in advanced. \*\*10% Discounts may apply to longer photo missions or progress photos. Rush service is provided to the above packages for an additional \$120 for the Basic Package and \$170 for the Premium Package; intended for clients needing images in 72 hours or less. (Weather permitting)

Aerial Photo Packages: Pre-flight and post-flight charges apply to all packages as indicated above. Unless otherwise indicated below, the default image pixel sizes for CD's will be 1936x1288

\_\_\_\_ **Basic Residential Real Estate Aerial Photo Package: \$339 plus tax\*(Pennsylvania customers)** Includes (1 hour of flying up to a 30 mile radius) photos on CD, **one free** 8x10 or 8x12 print of your choice; Image Pixel Size: 1936x1288 (Ideal for photo album prints, as large as 8 x 12).

\_\_\_\_ **\$20 More: Upgrade my pixels to large size: 3888x2592** (Ideal for large prints or cropping)

\_\_\_\_ **Premium Residential Real Estate Aerial Photo Package: \$459 plus tax\*** Includes (2 hours of flying to cover multiple sites or up to a 50 mile radius) photos on CD and **two free** 8x10 or 8x12 prints. Image Pixel Size: 1936x1288 (Ideal for prints as large as 8 x 12).

\_\_\_\_ **\$20 More: Upgrade my pixels to large size: 3888x2592** (Ideal for large prints or cropping)

\_\_\_\_ **Basic Commercial Aerial Photo Package: \$339 plus tax\***

Includes (1 hour of flying up to a 30 mile radius) photos on CD; Image Pixel Size: 1936x1288 (Ideal for website use or prints as large as 8 x 12).

\_\_\_\_ **\$20 More: Upgrade my pixels to large size: 3888x2592** (Ideal for large prints or cropping)

\_\_\_\_ **Premium Commercial Aerial Photo Package: \$459 plus tax\***

Includes (2 hours of flying to cover multiple sites or up to a 50 mile radius) photos on CD; Image Pixel Size: 1936x1288 (Ideal for website use or prints as large as 8 x 12).

\_\_\_\_ **\$20 More: Upgrade my pixels to large size: 3888x2592** (Ideal for large prints or cropping)

\_\_\_\_ **Custom Aerial Photo Package: Contact for Price Quote**

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**Ph: 412-719-8008 Fax: 412-291-1477**

If requested from Client, photo enhancements and graphics services such as text, logo, and label roads are billed at \$40 per hour. Rates above the Base Rate are determined by location, total project requirements and production services. Clients will be advised of actual rates based on the specific requirements of each flight. Large projects and multiple site projects may qualify for discounted rates.

**Photo print/digital prices for standard photo sizes: (Note: Print prices may vary slightly depending on photo paper selected)**

Photo Prints		Digital Files	
8x10 or 8x12:	\$20	Low Resolution: (1200 x 800 pixels)	\$15 each
11x14 or 12x18:	\$40	Med Resolution: (2816 x 1877)	\$30 each
16x20	\$60	High Resolution: (3888x2592) 10mp.	\$50 each

Watermarked, lower quality images of Client's aerial photos are available on CD for \$20. Clients can have the option of Photographer emailing watermarked images to view and request the Photographs or Client may order the CD. With the outright purchase of Photographs totaling more than \$100 from a Commercial commission, Client will receive a CD of original Photographs free of charge. 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**

All copyrights of the photographs remain with Photographer and do not transfer unless a separate Copyright Transfer form is executed.

All photographs will be property of the client after payment for same is received, unless otherwise specified within a separate contract.

Photographer may provide client End User License Agreement for photographs as requested by client. Photographer does reserve the right to use any photograph for promotion of Photographer's services, in any medium deemed necessary.

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 and provided in a separate contract. Photographer grants client first time use rights in North America and Internationally.

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 Judgment**

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.

**D. Payment Terms**

Client must deliver payment within specified date of invoice but no later than 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 delving commissioned Photographs to the Client. The Invoice may

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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 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.

If applicable, 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. If notice of cancellation is given by Client less than 48 hours before shoot date, Photographer will retain 100% of the security deposit as lost opportunity cost. 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. Limitation of Liability - Weather, Act of God and other Constraints**

As with any location photography, a successful assignment is dependent upon suitable weather conditions and for them to be forecast accurately. Photographer will make every attempt to monitor short and medium range forecasts, but the accuracy is limited when predicted more than 24 hours ahead. A decision to photograph on a particular day is normally delayed to the last practical moment to maximize the chance of suitable weather. Should the weather on the day not be as forecast and the assignment needs to be postponed, there will be no additional charge to the Client for a return visit to complete the work. Photographer will always endeavor to complete its assignments by any proposed completion dates. However, due to weather and other constraints, Photographer cannot guarantee completion by any specific dates. It, therefore, cannot be held responsible for any missed publishing or other deadlines or any other consequences involving the timing of the commission. The completion of work is subject to alteration and cancellation due to any causes beyond our control. Certain specific shots, included in the brief and quoted to be undertaken, may not be possible on the day for various operational reasons. In this situation, the best possible alternative shot(s) will be supplied and these will be deemed to fulfill the contract. In any event, the liability of Photographer will be limited to the total value of the contract with no liability accepted for indirect and/or consequential loss. Due to the liberal amount of images we shoot at each site and our pricing, re-shoots are billed at the normal rate. Photographer reserves the right to deny any photo mission based on perceived or real hazards, threats to safety of any person, or potential for equipment damage.

#### **J. 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.

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**K. Product Samples / Clips**

If requested by Photographer, Client agrees to supply Photographer with six free copies of each use of the Photographs.

**L. 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.