



[Redacted]

No: [Redacted]  
Date: [Redacted]  
Job Name: [Redacted]

**Job Description**

Create a variety of interior and exterior architectural images (20 daytime exteriors, 10 nighttime exteriors and 20 interiors) of the [Redacted] in [Redacted] over four shoot days and convey the following licensing to [Redacted]: Collateral and Publicity use of up to 50 images in perpetuity. All other use to be negotiated separately.

**\*Client Provisions\***

Client to provide location (including accessibility to lighting controls), releases, subjects, staging area, and any necessary prop styling.

**\*Licensing Options\***

Additional licensing parties may be added for \$3,300 each.

**Fees**

Creative Fee @ 10,000.00	10,000.00
3 Photographer Travel/Scout Day(s) @ 1,000.00 ea.	3,000.00
<b>Fees total:</b>	<b>13,000.00</b>

**Expenses**

7 First Assistant Day(s) @ 300.00 ea.	2,100.00
4 Second Assistant Day(s) @ 300.00 ea.	1,200.00
Equipment @ 3,000.00	3,000.00
Airfare @ 1,000.00	1,000.00
Lodging @ 2,400.00	2,400.00
Car Rental @ 1,000.00	1,000.00
Parking, Meals, Misc. @ 1,500.00	1,500.00
Shoot Processing for Client Review @ 2,000.00	2,000.00
Selects Processed for Reproduction @ 10,000.00 (Including Delivery of up to 50 Images on Hard Drive)	10,000.00
<b>Expenses total:</b>	<b>24,200.00</b>

Sub Total	37,200.00
<b>Total (USD)</b>	<b>37,200.00</b>

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature required before job start.

**Estimate Terms**

AGREEMENT - This agreement between [Redacted] (herein "Creator") and the undersigned client (herein "Client") or agency representative (herein "Agency") governs the project described in the accompanying Estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties. The fees and expenses are based on the Job Description as presented by the Agency or Client and summarized above. The Client or Agency is responsible for the presence of an authorized representative at the shoot to approve the Creator's interpretation of the project. If a Client or Agency representative is not present, the Creator's interpretation shall be deemed acceptable. Any subsequent changes, whether made orally or in writing, may result in additional charges. The expenses are estimated in good faith, a 10% contingency applies to all expenses. Sales tax is not included in the Estimate. Any applicable sales tax will be added at time of invoice. Estimates are valid for 15 days.

DEFINITIONS - Image/s, Footage, Video, or Photograph/s (herein "Work"), are any copyrightable materials created as a part of the project as agreed to by Creator, Agency and Client. "Client" is the licensee of the Work as described in the Job Description above. "Editorial" use is when the Client publishes the Work in their own editorial publication, for the purpose of educating and/or conveying news, information or fair comment opinion, which is available for sale to the general public, and which does not seek or accept sponsorship to, or in itself, promote a specific product, person, service or company. "Publicity" use is when the Client submits Work to an outside editorial publication (whether print or electronic) for editorial use only, and the Agency or Client is not paying for that use or placement. "Advertising" use is when the Agency or Client is paying for the placement of Work on or in whatever media it appears. "Collateral" use is when the Work appears in or on a platform that the Client or Agency wholly controls and produces, such as a company web site, annual report, brochure, or social media profile, and is intended to

promote of a commercial product, service, personality or brand. "Public Display" use is when Work is shown or displayed in a Client maintained space, open to public viewing (ie. corporate office, trade show, public event), and the Client or Agency is not purchasing advertising space to allow for the placement of the Work within the media or location it appears. "Private Display" use is when Work is shown or displayed in a non-commercial, private space, closed to public viewing, and the use of which does not promote a commercial product, service, personality or brand. "Point of Purchase or Point of Sale" (herein "POS") use is when the Work is included in a non-paid placement Print or Electronic indoor display for the purpose of promoting a product, service or corporation, within a third party retail space. "Packaging" use is when the Work is printed or displayed on the packaging for a commercial or retail product. "Unlimited" use includes all Editorial, Publicity, Advertising, Collateral, Public Display, and Packaging uses of the Work, defined herein. "Media" is the medium in which the Work is reproduced, inserted, displayed or placed by the Client or Agency. "Consumer" use is when the Media in which the Work appears is directed and available to the general public. "Trade" use is when the Media in which the Work appears is directed to specific industries, professions, or special interest groups for commercial, promotional or Advertising purposes. "Print" is all printed mediums excluding Packaging, OOH and POS. "Web" is all mediums accessible exclusively via an internet browser. "Electronic" is all digital and Web mediums excluding Broadcast, TV, Packaging, OOH and POS. "Out of Home" (herein OOH) is all paid placement displays viewable to the general public from any public or private space. "Broadcast" is all network and subscription television and radio outlets.

**PAYMENT** - 50% Advance payment required to initiate production. Client or Agency, if project is commissioned and agreed to by Agency, shall make payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee and 1.5%/month interest. Applicable sales tax is not included in the Estimate but will be applied to invoice.

**COPYRIGHT, LICENSING** – All Work created by the Creator and the associated copyright is the sole and exclusive property of the Creator. Grant of any reproduction rights to the Client is conditioned upon receipt of payment from Client or Agency, in full. All rights not expressly granted shall be reserved by the Creator. Modification of Work and/or incorporation of Work in any layout or concept shall not constitute a joint work or derivative work. All Licensing Option/s quoted above are valid for 15 days from Work delivery date. If Client or Agency wishes to make any additional uses of the Work not detailed in Project Description or Licensing Option/s above, or after the 15 day Licensing Option/s quote expiration, Client or Agency shall obtain permission from the Creator and negotiate an additional fee for that use, which may be more the any Licensing Option/s originally quoted.

**CANCELLATIONS, WEATHER, POSTPONEMENTS** - In the event of a cancellation or postponement of a shoot by the Client or Agency at any time after shoot confirmation/award, Client or Agency shall pay all expenses incurred by the Creator up to the time of cancellation, plus a fee equal to 50% of Creative and Licensing fees quoted above. If a shoot is canceled within 24 hours of departure for the shoot, Client or Agency shall pay 100% of Creative and Licensing fees and 100% of Expenses quoted above. If a shoot is postponed due to weather, Client will be responsible for all Expenses incurred on each Weather Day, plus a Creator fee to be agreed upon.

**INDEMNIFICATION** - Client and/or Agency hereby indemnifies and holds Creator harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's or Agency's use of the Work.

**POST PRODUCTION/RETOUCHING** – Processed Work will be delivered in a timely fashion, within a mutually agreed upon schedule. Any additional retouching requested by the Client or Agency will be quoted on a case-by-case basis.

Client or Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client or Agency Representative Name and Title: \_\_\_\_\_