



ASSIGNMENT & LOCATION FEE SCHEDULE

Base Rate

as soon as possible if there's a possibility of canceling a shoot.

Creative Fee \$85/hour

Client choice of digital, film or transparencies.

Two hours minimum on location shoots.
One hour minimum on studio shoots.

On Location

Travel time is billed at 50% of base rate.

Mileage \$0.30/km

Re-shoots

Re-shoots due to an error on the part of the *photographer* will be re-shot at no cost to Client.

Client will be charged 50% fee and expenses for any re-shoot required by Client.

For any re-shoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee and Client will pay all expenses.

Post-Production

Digital retouching	75%
Digital processing	\$1/image
Contact Sheet	\$10
Reference Print	\$10
CD Burning	\$25/CD
DVD Burning	\$35/DVD
FTP/Web Delivery	50%

Other Expenses

Long-distance phone calls, fax transmissions and shipping will be billed at cost.

Cancellations

Clients will be billed for any costs incurred prior to a cancellation. Please let us know

All materials necessary to complete a shoot will be billed to the client, *provided* client approves prior to purchase.

Fully Equipped Studio for Food and Product Shoots

Two Speedtron™ flashpacs (up to 12 heads) and four Speedotron™ Heads along with softboxes, product shooting table, grids, scrims, flags, gels and a variety of seamless paper and backgrounds to create nearly any lighting condition under tightly controlled circumstances.

All equipment is available for location work.

We use:



Dependable and versatile



Terms and Conditions – General

© 2004 Sean Wenzel, All Rights Reserved

- A. Definitions:** "Photographer" refers to Sean Wenzel. "Client" refers to the commissioning party or company named above, its representatives, successors, assigns, agents and affiliates.
- B. Payment:** FULL PAYMENT MUST BE RECEIVED BY PHOTOGRAPHER PRIOR TO PUBLICATION. ANY USE PRIOR TO PAYMENT SHALL BE CONSIDERED AN UNAUTHORIZED USE. Client agrees that reasonable and stipulated amount which shall be paid by Client to photographer for use prior to receipt of payment by Photographer shall be three (3) times Photographer's customary fee for such usage.
- C. Grant of Rights:** Grant of reproduction rights hereunder is conditioned upon Client's written acceptance of each term set forth in this agreement, including but not limited to, receipt of payment in full by Photographer and placing of the required copyright notice on each use of Photographer's work. All rights not expressly licensed to Client in writing remain the exclusive property of Photographer. Unless otherwise stated above, duration of license is six times the periodicity of the publication or ninety (90) days which ever comes first.
- D. Space Rates:** All usage is quoted as a minimum against space. Any additional space rate will be billed as such upon publication.
- E. Return of Photographs, Destruction of Digital files & Return of Media:** Client assumes all risk for all photographic material supplied by Photographer from time of receipt by Client to time of actual receipt of photographs by Photographer. Client agrees to return all such material in undamaged, unaltered and retouched condition within thirty (30) days of receipt, or if a License is granted, within three (3) months of receipt by client or by first publication date, whichever is sooner, or such other period as is stated in writing herein. Client agrees to destroy all digital files within one week of reproduction. If the files were sent on digital media, all such material must be returned in undamaged condition within thirty (30) days of receipt.
- F. Film and Digital Media Holding Fees:** A holding fee of five dollars & fifty cents (\$5.50) per item per day shall be payable from the return date until time of receipt by Photographer unless otherwise indicated.
- G. Copyright Protection/Credit Line:** For Editorial use, credit line in the form Copyright "© 2004 Sean Wenzel in type no smaller than that of related text must appear adjacent to or within the photograph(s) or fee is tripled; Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line. For Non-Editorial use, Client will provide copyright protection by placing proper copyright notice on any use. Proper notice may be either "© Client Name, Year-date of first publication", or "© 2004 Sean Wenzel" adjacent to or within the photograph(s).
- H. Indemnity:** Client hereby indemnifies and holds Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work. Client assumes insurer's liability (a) to indemnify Photographer for all loss, damage, or misuse of any photographs: and (b) to return all photographs prepaid, fully insured, undamaged, by bonded messenger or overnight delivery service.
- I. Loss or Damage:** The parties acknowledge that it is difficult if not impossible to determine the exact value of each photograph subject to this agreement because of the duration of copyright protection and its present and potential value. Therefore, the parties have agreed that the reasonable value for loss or damage of each photograph is a sum no less than the amount indicated on the first page of this agreement. Client further acknowledges that its acceptance of this liquidated damage amount is a material consideration for photographer agreeing to deliver to Client the photographs subject to this agreement. In the event that Client infringes on Photographer's copyright in and to the works delivered herewith, then Photographer shall be entitled to obtain immediate injunctive relief to prevent further infringement and that Photographer shall not be required to post a bond to obtain injunctive relief, or if a bond is not waivable, such bond shall not exceed \$100.00. Photographer shall be entitled to recover the greater of Photographer's actual damages, or statutory damages in a sum not to exceed \$20,000.00, in cases of non-willful infringement. In each instance, Photographer shall be entitled to recover reasonable attorneys' fees incurred and related costs in enforcing Photographer's rights under the United States Copyright Act, and under each federal or ancillary state law under which Photographer is awarded or granted damages.
- J. Alterations:** Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without limitation any digitalization or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known.
- K. Default:** In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Photographer's costs and expenses incurred in connection with enforcement of the terms of this agreement, including Photographer's reasonable attorney's fees.
- L. Releases:** Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein.
- M. Copies:** Client shall provide to Photographer five (5) copies of each use of the photographs no later than the date of first publication.
- N. Miscellaneous:** Client may not assign or transfer this license. No alterations may be made in any of these provisions without the express written consent of the Photographer.
- O. Reshoots:** Client will be charged 50% fee and expenses for any reshoot required by Client. For any reshoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee and Client will pay all expenses. If Photographer charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expense covered by insurance. A list of exclusions from such insurance will be provided on request.
- P. Cancellations:** Cancellations and postponements: Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Photographer's fee. If notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100% fee. Weather postponements: Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions on location and 50% fee if postponement occurs before departure to location.
- Q. Governing Law:** This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence, in the Province of Ontario, and the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of Canada and the province of Ontario and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the Province of Ontario. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.