

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 These Terms and Conditions will apply to all future Client transactions unless otherwise superseded by a new contract.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 Photography Quote by the client and returned to Photographer will supersede any pricing outlined in the Terms and Conditions.

Commission

Client agrees to pay Photographer as determined by custom quote, plus an processing charge for the creation of all digital images, and prints, hereafter referred to as Photographs, which Client commissions the Photographer to create. A minimum of \$40 processing charge will be applied. Additional processing charges may apply for multiple sites or based on the number of images and will be disclosed to client on quote. Because of the nominal 20% security deposit, Client will be charged a minimum of 50% of Photographer service charge at \$125/hr. even if the Client declines the work or does not accept the proof images provided by Photographer.

A 20% security deposit based on cost estimate or, a minimum of \$40, will be required to schedule any photo mission and is applied as partial payment. The security deposit is used as assurance to reserve the Photographer's schedule and provide Client with priority scheduling of photo mission. Should the photography project be cancelled due to weather, Photographer illness, or any unforeseen conditions, Photographer will make every attempt to 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. **Discounts may apply to repeat clients or progress photos. Rush service is provided to the above packages for an additional \$170; intended for clients needing images in 72 hours or less. (Weather permitting)

Deliverables

The default image pixel sizes for will be 2784x1856 or for \$45 more, pixel size of up to 5616x3774 (21 megapixels) Images may be delivered via CD at \$5.95/ per CD or Client has option of using our Adobe Internet Data storage where file will be transferred to the data storage site for Client to download directly. The benefit of this service is faster deliver time, usually with 12-24 hours after the completion of the project. The cost of this service to the client is \$9.95 and will be offered FREE if a Client commissions the Photographer more than 2 times per year.

Further, commissions in this agreement 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).

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) *Shipping not included

Photo Prints		Digital Files	
8x10 or 8x12:	\$20	Low Resolution: (2784 x 1856)	\$50 ea
11x14 or 12x18:	\$40	Med Resolution: (3861 x 2574)	\$70 ea.
16x20	\$80	High Resolution: (4752x3168) 15mp.	\$130 ea.
24x36	\$150	Highest Resolution: (5616x3774) 21mp.	\$180 ea.

Proof of Images

Photographer will provide proof of images completed by using either the online proof gallery website <http://mpg.photorelect.com> or other site as specified by Photographer. Photographer may also provide contact sheets upon request of Client in lieu of the online proof gallery site.

Mattucci Photography and Graphics
159 Mountain Dr., Carnegie, PA 15106
Ph: 412-719-8008 Fax: 412-587-4870

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.

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.

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.

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 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.

Estimates

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

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

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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.

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.

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.

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.

Product Samples / Clips

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

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.

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