

## *The Cost of image...*

Commercial, aerial, and small product photography are billed in two segments. First we invoice the client for the time involved planning, preparing for, and creating the requested images. This may include research, props, lining up models, travel, set design, set building, building materials, whatever is needed to create images with impact the client requested.

Next we invoice for image editing, final preparation, final output and image licensing. Image editing involves processing files, creative manipulation, retouching and color correcting the images then creating the file or prints requested by the client, burning the files to disk, or transferring them to the client electronically.

All images created by Photography by Lori are copyrighted. A license or copyright release outlining usage is required *prior* to publication. Licensing fees are based on use and distribution.

The digital age has made it easier than ever to copy images and use them whenever or wherever. The digital age has also made copyright infringement much easier to track down. The Copyright Act of 1978 provides fines up to \$150,000 plus costs for each violation. With a service from Digimarc we can embed a watermark in our image files that is discoverable by a web search that identifies and reports use violations. We can then request unauthorized images be removed and invoice offenders for copyright infringement.

One of the best benefits we receive with membership in Professional Photographers of America (PPA) is copyright defense. We once had a claim against Sprint for using one of our images on the cover of a phonebook. When we contacted Sprint and requested payment, we got nowhere until we mentioned PPA. Payment soon followed.





## ***Commercial, Aerial and Small Product Photography Rates***

Photography .....	\$125.00 per hour
Image Processing, Manipulation.....	\$95.00 per hour
Mileage .....	\$.55 per mile

*We bill travel as total mileage, if we drive, plus time at our hourly rate in one direction.*



## ***Prints***

8x10.....	\$49.00
11x14.....	\$114.00
10x20.....	\$167.00
16x20.....	\$202.00
20x24.....	\$287.00
24X30.....	\$430.00
30x40.....	\$720.00
40x60.....	\$1,438.00



## All Assignments and Licenses Are Subject To the Following Terms and Conditions

1. **DEFINITION:** This agreement is by and between Photography by Lori, author of the photographs, (photographer). And the commissioning party (“Client,” which includes any agent or representative of Client named on the face of this agreement). Assignment means the photography assignment that Client specifically commissioned Photographer to perform. “Photograph(s)” means the photograph(s) created by the Photographer on the assignment. The photograph(s) created for the assignment will be Photographer’s interpretation, rather than a literal re-creation of Client’s concept(s) and/or layout(s). Photographer is an independent contractor.
2. **ESTIMATED FEES, CHARGES, AND EXPENSES:** Client and Client’s agents, as defined above are jointly and severally responsible for full payment of all expenses and charges in addition to all fees. The rights licensed, fees, charges or expenses listed on this agreement apply to the original layout and job description. Addition compensation is required for any subsequent changes additions or variations requested by the Client.
3. **POSTPONEMENTS AND CANCELLATIONS:** If client postpones or cancels the Assignment, Client will pay all incurred fees, charges and expenses. If postponed or cancelled without the Photographer’s prior written consent two business days (48 hours) or more before to the assignment date, Client will pay the following percentages of Photographer’s fees: (a) postponement, 25% (b) cancellation, 50%. If postponed or cancelled less than two business days before the assignment date, Client will pay 100% of Photographer’s fee. A postponement is the rescheduling of the assignment by the Client to a mutually agreeable date within 30 calendar days of the original assignment date.
4. **WEATHER DELAYS:** Client will pay 100% of Photographer’s Weather Delay Fee per day for any delays caused by weather, plus all charges and expenses incurred.
5. **CLIENT APPROVAL:** Client is responsible for having an authorized representative present during the photography to approve Photographer’s interpretation of the assignment. If no representative is present, Photographer’s interpretation shall be accepted.

6. **OVERTIME:** In any event in which photography assignment extends beyond eight (8) consecutive hours in one day, Photographer will charge overtime for himself and crew members and assistants at the rate of one and one half (1 ½) times their hourly rate or fee.
7. **RE-SHOOTS:** Client will be required to pay 100% of Photographer's fee, charges and expenses for any re-shoot requested by Client. If the images produced on assignment by Photographer becomes lost or unusable by reason of defects, damage, or equipment malfunction, processing, or other technical error prior to delivery to the Client, Photographer will re-shoot without additional fee, provided client pays all charges and expenses from the initial assignment.
8. **INDEMNITY:** Client shall indemnify and hold Photographer and Representative harmless from any and all claims, liabilities, damages, and expenses including reasonable attorney fees and court costs arising from Client's use of the photograph(s) or from the reliance on any representation, instructions, or materials provided or approved by Client.
9. **MODEL RELEASES:** Client is responsible for obtaining and maintaining model releases for all subjects photographed and used commercially. This includes all models, people in photographs, locations and buildings.
10. **RIGHTS LICENSED:** The right to reproduce or use any photography is conditioned on the Photographer's receipt of payment in full and on the Client's proper use of the copyright notice on all copies of the photograph(s). Unless otherwise stated on the face of this agreement, the duration of any license is for one year, English language use in the United States of America only. Except as expressly licensed by Photographer in this agreement, Photographer reserves all other rights to the photographs of every kind and nature. No license is valid unless signed by Photographer. No rights may be assigned or transferred without Photographer's written consent or acceptance of resale certificate properly issued by Client.



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