

PHOTOGRAPHY STANDARD TERMS and CONDITIONS

ALL ASSIGNMENTS ARE ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS BELOW,
AND THE REPRODUCTION RIGHTS OR LICENSE ARE LIMITED AS FOLLOWS:

1. **PARTIES AND ASSIGNMENT:** This agreement is between the "Photographer" (author of the photographs, graphics, images, layout, writing, and/or art), or authorized "Representative" Real Smart Marketing and "Client" (the commissioning party). This assignment will be the Photographer's interpretation rather than a literal recreation of the Client's concept(s) and/or layout(s).
2. **ESTIMATED FEES, CHARGES AND EXPENSES:** The estimated fees, production charges and expenses apply only to the original layout, job description, reproduction rights, and period of use on this form. Any changes are subject to separate agreement. Client and its agents are jointly and severally responsible for payment of fees, charges and expenses. Travel time outside of 50mile radius of base studio (zip code 48360) is billed at 50% rate plus all travel expenses. No receipts will be provided for any expense other than invoice. Some expenses may be marked up over actual cost to incorporate overhead, waste and accounting.
3. **CANCELLATIONS AND POSTPONEMENTS:** (a) Fees: In the event that Client does not provide mutually agreed prior notice of Postponement and Cancellation, Client will pay 50% of Photographer's fee. If notice of cancellation or postponement is given less than two business days before the shoot date, client will pay 100% of the fee. (b) Weather delay: Unless otherwise indicated on the face of the attached form, 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. (c) Charges and expenses: Client will pay for all charges and expenses incurred as a result of cancellation, postponement, or weather delay.
4. **CLIENT REPRESENTATION:** Client is responsible for presence of its authorized representative at the shoot to approve Photographer's interpretation of the assignment. If no such representative is present, Photographer's interpretation will be deemed acceptable.
5. **OVERTIME:** In the event that a shoot extends beyond eight consecutive hours Photographer may charge for overtime for assistants and freelance staff at the rate of one-and-one-half times their hourly rate.
6. **RESHOOTS:** (a) Photographer will charge 100%fee, charges and expenses for any reshoot required by Client. (b)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 required charges and expenses.
7. **INDEMNITY:** Client shall indemnify and hold Photographer and Photographer's Representatives harmless from any and all claims, liabilities, damages, and expenses including reasonable attorney fees and court costs arising from Client's use of the Image(s) or from Photographer's reliance on any, representations, instructions, or materials provided by the Client.
8. **OWNERSHIP OF ORIGINAL FILMS AND IMAGES:** The Client is upon full payment of invoice licensed specific and limited use of the images as defined in the license agreement on the invoice. Copyright and ownership of the original film and/or digital files is and remains solely the property of Photographer. Images may not be altered, modified, retouched or used in whole or in part without written consent by the photographer in the form of a license agreement. Photographer may include extensive license rights, duplicate films, or may provide original film to Client for indefinite possession only if stated on invoice. In any case Photographer retains control and ownership of licensing and copyrights. No other rights are granted unless specifically expressed in writing by Photographer. Photographer retains right to resell non proprietary images (stock) or use them for self-promotion unless specifically noted.
9. **RIGHTS LICENSED:** The right to reproduce or use any Image(s) is conditioned on the Photographer's receipt of payment in full and on use of copyright notice on all copies of the Image(s). Unless otherwise stated on the face of the attached form(s) or corresponding Photographer's invoice, the duration of any license is one year from the date of the Photographer's invoice. Except as expressly licensed by Photographer in Photographer's invoice, Photographer reserves all other rights in and to the Image(s) of every kind and nature. Upon request, Client shall provide Photographer with three (3) copies without charge of each use of each image.
10. **LOSS OR DAMAGE: IN CASE OF LOSS OR DAMAGE OF ANY ORIGINAL IMAGE(S), CLIENT AND PHOTOGRAPHER AGREE THAT THE REASONABLE VALUE OF EACH ORIGINAL FILM IMAGE IS \$1,500.00.** Client agrees to pay Photographer \$1,500.00 for each lost or damaged Original Film Image if lost or damaged after client takes possession of said original film and Photographer agrees to limit Photographer's claim to that amount without regard to the actual value of the image.
11. **PAYMENT AND COLLECTION TERMS:** Invoices from Photographer are payable upon receipt by Client. The finance charge established of the face of the attached form(s) will be applied to any balances unpaid after 30 days. Photographer will be entitled to collect any expenses, including reasonable attorney's fees and cost, required to collect any sums due or to enforce the terms of this agreement.
12. **SALES, USE, OR TRANSIT TAX:** Client is solely responsible for full payment of applicable sales, use and/or transit tax as invoiced, and any subsequent made by sales, use or transit authorities. Michigan sales tax will be noted on invoice for collection and should be paid unless you are specifically exempt and provide proof by way of a letter claiming exemption, providing tax ID or state licenses and type of exemption.
13. **STORING OF ELECTRONIC DATA:** Scanning and storage of scanned film, prints, or supplied digital files must conform to licensing terms stated on quotes, estimates and final invoice. Fair use within this licensing agreement is permitted.
14. **MODIFICATIONS, GOVERNING LAW AND MISCELLANEOUS:** No waiver or modification may be made to any one provision of the attached form(s) or any corresponding invoice unless in writing and signed by Photographer. Waiver of any provision of the attached form(s) shall not be deemed to be a waiver of any other provision of the attached form(s). Client's reproduction or use of any Image(s) in any manner whatsoever constitutes acceptance of the terms stated on the attached form(s) and consequent Photographer's Invoice. The formulation, interpretation, and performance of the attached form(s) shall be governed by the laws of the state of Photographer's principle place of business; Michigan. The attached form(s) shall be construed in accordance with the terms and shall not be construed more favorable for or more strongly against Photographer or Client.

John Lacy Photography LLC, Diane Lacy Photography LLC, & Proshooter.com LLC are DBAs under
Real Smart Marketing LLC, a Michigan Limited Liability Corporation.

FORM: Standard Terms 01. This form last revised 04/16/04. These terms apply as applicable to all photography, design and publishing projects.