

# Corporate Photography Melbourne

by JIMMY AMERICA

## Project Agreement

By accepting our quote or making a booking with us you are agreeing to the terms and conditions within this document.

## Project Description

Photography services to be provided by Corporate Photography Melbourne. An itemized list can be found in your quote and invoice.

## Estimated Costs

An itemized estimated list of costs can be found in your quote and invoice. These costs are estimated based on the requirements and circumstances as described to us via phone or email. Should the requirements or circumstances change during the shoot, the representative that made the booking will be required to sign an agreement to keep the photographer on at an additional rate. Should the original representative not be available, a business liaison will be required for the signature. Availability to perform work not quoted for is at the photographer's discretion and schedule.

Prices do not include printing. If required, printing fees will be estimated separately and arrangements made.

A basic commercial license is included with this project. Should the client wish to purchase additional licensing to one or more of the photos after the date on the bottom of this project agreement a second agreement will be drawn up. If you are unsure of what licensing you require please contact the photographer for more information.

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## Payment Schedule

Payment in full of the account balance is to be made within 2 weeks from the date of the shoot. Legal action will be taken on any unpaid debts.

## Client

1. We authorize James McDuff [referred to hereafter as the Photographer] and any assistants to photograph our employees, in accordance with the details in this agreement. By making a booking we are acknowledging and agreeing to abide by the terms outlined in this contract.
2. We have received, read and understood the Photographer's price list or quote. We agree that email confirmation is required a minimum of 1 week before the shoot date to engage the services of the Photographer.
3. We agree to pay the full balance owed within 2 weeks of the shoot date. Failure to do so gives the Photographer the right to refuse to carry out the full photographic services and may result in legal action.
4. We are satisfied that the details of the shoot provided are correct and will confirm the details at least one week prior to the shoot date.
5. We agree to immediately advise the photographer in writing via email of any alterations in the details listed here including postponement or cancellation of the project.
6. If the client or liaison fails to appear at the agreed upon time and location and is unable to be reached by phone, the job will be

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assumed to be canceled after a 15 minute grace period. In this situation, any transportation costs contained in the original quote will be required to be paid in full.

7. We understand that we will need to arrange all attendees of the shoot to be on time and organized to shoot one after the other. In the event that a delay is unavoidable we agree that waiting for any time more than 15 minutes over the original shoot time estimate is open to the photographer's discretion and schedule. We agree to make the photographer aware in writing of any schedule changes at least 24 hours before the shoot.

8. We understand that these photographs are only to be used as agreed and may not be copied or reproduced unless written approval has been granted by the photographer.

9. The digital negatives remain the property of the photographer and will be kept on file for a period of one year only. We note that you are granted unlimited license to distribute via email/web gallery; print images up to 8x10" from the digital files, & may negotiate with the photographer for further license to print larger format.

10. The photographer highly recommends the client make digital back-up copies of their project image files as well as high quality archival prints. It is the client's responsibility to back-up digital files in the event of disk failure.

11. We acknowledge that the Photographer has no control over the environment in which printed photographs are kept and that prints and digital files have limited life expectancy.

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12. The client will provide access to any required areas and any needed security clearances for both the photographer James McDuff and any assistants.

13. COPYRIGHT. We agree the copyright in all photographs is owned by the photographer.

14. PROMOTION. We give permission to the photographer to use any image of our project as required for reasonable general promotional advertising for the photographer. We also permit submission to the photographer's image archive and website any image/s from our project, provided we are notified by the photographer.

15. MODEL RELEASE. Furthermore, we permit the photographer to use the images for display, publication, or other promotional uses without payment of additional compensation to ourselves or our agents. All project participants shall be deemed to have consented to the use of their image, or likeness, by ourselves and the photographer. We agree to defend and indemnify the photographer from and against any claims that any of our guests, admin or participants may assert against the photographer arising from, or related to, the use of any name, image, or likeness of our guest[s] or participant[s] by the photographer.

## Photographer

16. Should nominated photographer not be available for any reason, the photographer will notify the client of this and provide an alternate photographer with equivalent skills if possible or an alternative shoot date.

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17. The Photographer shall carry out the assignment with professional diligence. Elements beyond the control of the photographer include equipment failure, civil disturbances, weather conditions which may inhibit or prevent the photographer completing the assignment. In this case the photographer shall not be liable for their performance of the assignment. It is agreed that liability of the photographer be limited to a refund of money paid under this agreement.

18. Production time is generally 1-3 weeks for image processing, dependent upon current workload. This does not include additional album design, printing times or production. The photographer will make every effort to provide the client with the final image collection on a USB drive or digital download within this time frame, however the client acknowledges that the production time may be extended due to greater than normal workload and exceptional circumstances. The photographer will advise the client of any anticipated delay via email.

## Entire Agreement

This agreement contains the entire understanding between Photographer and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. This constitutes an order for Photography coverage with Corporate Photography Melbourne. \_\_\_\_\_