

ADULT RELEASE

In consideration of my engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant to _____ ("Photographer"), his/her heirs, legal representatives, and assigns, those for whom Photographer is acting, and those acting with his/her authority and permission, the irrevocable and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. I also consent to the use of any published matter in conjunction therewith.

I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge, and agree to save harmless Photographer, his/her heirs, legal representatives, and assigns, and all persons acting under his/her permission or authority or those for whom he/she is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or violation of any right of publicity or privacy.

I hereby warrant that I am of full age and have the right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

DATE

NAME

WITNESS

ADDRESS

SIMPLIFIED ADULT RELEASE

For valuable consideration received, I hereby grant to _____ (“Photographer”) the absolute and irrevocable right and unrestricted permission in respect of photographic portraits or pictures that he/she had taken of me or in which I may be included with others, to use, reuse, publish, and republish the same in whole or in part, individually or in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising, and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith if he/she so chooses.

I hereby release and discharge Photographer from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom he/she took the photographs.

I am of full age and have the right to contract in my own name. I have read the foregoing and fully understand the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

DATE

NAME

WITNESS

ADDRESS

MINOR RELEASE

In consideration of the engagement as a model of the minor named below, and for other good and valuable consideration herein acknowledged as received, upon the terms hereinafter stated, I hereby grant to _____ ("Photographer"), his/her legal representatives and assigns, those for whom Photographer is acting, and those acting with his/her authority and permission, the absolute right and permission to take, use, reuse, publish, and republish photographic portraits or pictures of the minor or in which the minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the minor's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere, and in any and all media now or hereafter known, for art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any published matter in conjunction therewith.

I hereby waive any right that I or the minor may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge, and agree to save harmless and defend Photographer, his/her legal representatives or assigns, and all persons acting under his/her permission or authority or those for whom he/she is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or violation of any right of publicity or privacy.

I hereby warrant that I am of full age and have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents thereof. This release shall be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.

DATE

FATHER, MOTHER, GUARDIAN

MINOR'S NAME

ADDRESS

MINOR'S NAME

WITNESS

POCKET RELEASE

For valuable consideration received, I hereby grant to _____ (“Photographer”) and his/her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release Photographer and his/her legal representatives and assigns from all claims and liability relating to said photographs.

NAME (PRINT)

DATE

SIGNATURE

PHONE

STREET ADDRESS

CITY/STATE/ZIP

IF MINOR, SIGNATURE OF PARENT/GUARDIAN

WITNESS

PROPERTY RELEASE

For good and valuable consideration herein acknowledged as received, the undersigned, being the legal owner of, or having the right to permit the taking and use of photographs of, certain property designated as _____, does grant to _____ (“Photographer”), his/her heirs, legal representatives, agents, and assigns the full rights to take and use such photographs in advertising, trade, or for any purpose.

The undersigned also consents to the use of any printed matter in conjunction therewith.

The undersigned hereby waives any right that he/she/it may have to inspect or approve the finished product or products, or the advertising copy or published matter that may be used in connection therewith, or the use to which it may be applied.

The undersigned hereby releases, discharges, and agrees to save harmless and defend Photographer, his/her heirs, legal representatives, and assigns, and all persons acting under his/her permission or authority, or those for whom he/she is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, even though it may subject the undersigned, his/her heirs, representatives, successors, and assigns, to ridicule, scandal, reproach, scorn, and indignity.

The undersigned hereby warrants that he/she is of full age and has every right to contract in his/her own name in the above regard. The undersigned states further that he/she has read the above authorization, release, and agreement, prior to its execution, and that he/she is fully familiar with the contents thereof. If the undersigned is signing as an agent or employee of a firm or corporation, the undersigned warrants that he/she is fully authorized to do so. This release shall be binding upon the undersigned and his/her/its heirs, legal representatives, successors, and assigns.

DATE

NAME

WITNESS

ADDRESS

INDEMNIFICATION AGREEMENT

(MODEL) hereby agrees to protect, defend, indemnify, and hold harmless (PHOTOGRAPHER) from and against any and all claims, losses, liabilities, settlements, expenses, and damages, including legal fees and costs (all referred to collectively as "Claims"), which (PHOTOGRAPHER) may suffer or to which (he/she/it) may be subjected for any reason, even if attributable to negligence on the part of (PHOTOGRAPHER) or any other entity, arising out of or related to any act, omission, or occurrence in connection with the creation, production, or use of any image or the performance of any service relating to this Agreement or its subject matter. This provision shall apply to Claims of every sort and nature, whether based on tort, strict liability, personal injury, property damage, contract, defamation, privacy rights, publicity rights, copyrights, or otherwise. (MODEL's) obligations under this provision shall survive the performance, termination, or cancellation of this Agreement.

DATE

NAME

WITNESS

ADDRESS

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT entered into as of the _____ day of _____, 20____, between _____ located at _____ (hereinafter referred to as the "Photographer") and _____, located at _____ (hereinafter referred to as the "Contractor").

The Parties hereto agree as follows:

1. Services to be Rendered. The Contractor agrees to perform the following services for the Photographer.

2. Schedule. The Contractor shall complete the services pursuant to the following schedule:

3. Fee and Expenses. The Contractor shall be paid as follows:

The Photographer shall reimburse the Contractor only for the listed expenses.

4. Payment. Payment shall be made as follows: _____

5. Condition precedent to Agreement. Contractor does not consider himself eligible for nor has any intention to, and will not, apply for unemployment or worker's compensation benefits in a claim against the Photographer.

6. Relationship of Parties. Both parties agree that the Contractor is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Photographer and Contractor. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship.

7. Proprietary Rights. The proprietary rights in any work produced in conjunction with this Agreement shall be vested solely and exclusively in the Photographer.

8. Miscellany. This Agreement constitutes the entire agreement between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that oral authorizations of additional fees and expenses shall be permitted if necessary to speed the progress of work. This Agreement shall be binding on the parties, their heirs, successors, assigns, and personal representatives. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of _____

IN WITNESS WHEREOF, the parties hereto have signed this as of the date first set forth above.

PHOTOGRAPHER

CONTRACTOR

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

ESTIMATE

THIS ESTIMATE IS VALID FOR NINETY DAYS FROM THIS DATE OF ISSUE: _____ REFERENCE #

Client: _____

Assignment DESCRIPTION

Description: _____

Usage Specifications: _____

Estimated Price: FEES _____ EXPENSES _____ TOTAL _____

Note: For details of fee structure and expenses, refer to attached schedule.

Advance Payments: FEES _____ EXPENSES _____ TOTAL _____

Conditions of Transaction:

1. The copyright to all images created or supplied pursuant to this agreement remain the sole and exclusive property of the photographer. There is no assignment of copyright, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed the above usage specifications in accord with the conditions stated herein. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement: _____ . Notice is not required if placement is not specified. Omission of required notice results in loss to the the photographer and will be billed at triple the invoiced fee.
2. All expense estimates are subject to normal trade variance of 10 percent.
3. Usage specifications above convert to copyright license only upon receipt of full payment.
4. Usage beyond that defined above requires additional written license from the licensor.
5. Invoices are payable on receipt. Unpaid invoices are subject to a rebilling fee of _____.
6. Advance payments must be received at least 24 hours prior to assignment commencement.
7. The sale is subject to all terms and conditions on the reverse side hereof.
8. If you order the performance of any services required to complete the above described assignment, that act constitutes your acceptance by conduct of the terms on both sides of this estimate in their entirety, whether signed by you or not.

SUBMITTED BY

Date

ACCEPTED BY

Date

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

ASSIGNMENT CONFIRMATION

Date assignment to begin: _____ Reference # _____ Date of Confirmation _____

Client:

Assignment Description:

Usage Specifications:

Estimated Price: FEES _____ EXPENSES _____ TOTAL _____

Note: For details of fee structure and expenses, refer to attached schedule.

Advance Payments: FEES _____ EXPENSES _____ TOTAL _____

Conditions of Transaction:

1. The copyright to all images created or supplied pursuant to this agreement remain the sole and exclusive property of the photographer. There is no assignment of copyright, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed the above usage specifications in accord with the conditions stated herein. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement: _____ . Notice is not required if placement is not specified. Omission of required notice results in loss to the photographer and will be billed at triple the invoiced fee.

2. All expense estimates are subject to normal trade variance of 10 percent.

3. Usage specifications above convert to copyright license only upon receipt of full payment.

4. Usage beyond that defined above requires additional written license from the licensor.

5. Invoices are payable on receipt. Unpaid invoices are subject to a rebilling fee of _____.

6. Advance payments must be received at least 24 hours prior to assignment commencement.

7. The sale is subject to all terms and conditions on the reverse side hereof.

8. *If you order the performance of any services required to complete the above-described assignment, that act constitutes your acceptance by conduct of the terms on both sides of this confirmation in their entirety.*

This confirms the details of the assignment that you have awarded to Straight Shooter Studio, Inc. Thank you for selecting us to fulfill this important need.

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 o Telephone: 123-555-1212 o Fax: 123-555-2121

INVOICE

Date of Invoice: _____ Reference # _____ Your P.O.# & Date _____

Client: _____

Assignment Description: _____

Usage Specifications: _____

Price	FEES _____	TOTAL PRICE _____
	EXPENSES _____	LESS ADVANCES _____
	SALES TAX _____	BALANCE DUE _____
		PLEASE REMIT \$ _____

Conditions of Transaction:

1. The copyright to all images created or supplied pursuant to this agreement remain the sole and exclusive property of the photographer. There is no assignment of copyright, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed the above usage specifications in accord with the conditions stated herein. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement: _____ . Notice is not required if placement is not specified. Omission of required notice results in loss to the licensor and will be billed at triple the invoiced fee.

2. All expense estimates are subject to normal trade variance of 10 percent.

3. Usage specifications above convert to copyright license only upon receipt of full payment.

4. Usage beyond that defined above requires additional written license from the licensor.

5. Invoices are payable on receipt. Unpaid invoices are subject to a rebilling fee of _____.

6. The sale is subject to all terms and conditions on the reverse side hereof.

7. *Our having ordered the performance of any services required to complete the above-described assignment, and/or accepted delivery of any Image created in connection with that assignment, constituted your acceptance by conduct of the terms on both sides of this invoice, in their entirety.*

Provider E.I.N. or S.S. #

Work Delivered Via

Date Work Delivered

Work Delivered To

Terms and Conditions for Reverse Side of Assignment Estimate, Confirmation, Invoice

[1] Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) year from the date hereof and to usage in print (conventional non-electronic and nondigital) media in the territory of the United States. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on a cover of a publication may be used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to Client unless and until Photographer has received payment in full. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage. Client agrees to provide Photographer with three copies of each published use of each Image not later than 15 days after the date of first publication of each use.

[3] Return of Images: Client assumes insurer's liability (a) to indemnify Photographer for loss, damage, or misuse of any Images, and (b) to return all Images prepaid and fully insured, safe and undamaged, by bonded messenger, air freight, or registered mail. All Images shall be returned within thirty (30) days after the later of: (1) the final licensed use as provided in this document, and (2) if not used within thirty (30) days after the date of the expiration of the license. Client assumes full liability for its principals, employees, agents, affiliates, successors, and assigns (including without limitation independent contractors, messengers, and freelance researchers) for any loss, damage, delay in returning, or misuse of the Images.

[4] Loss or Damage: Reimbursement by Client for loss or damage of each original photographic transparency or film negative ("Original[s]") shall be in the amount of One Thousand Five Hundred Dollars (\$1,500), or such other amount if a different amount is set forth next to the lost or damaged item on the reverse side or attached schedule. Reimbursement by Client for loss or damage of each item other than an Original shall be in the amount set forth next to the item on the reverse side or attached schedule. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell all rights to such item for less than said amount. Client understands that each Original is unique and does not have an exact duplicate, and may be impossible to replace or re-create. Client also understands that its acceptance of the stipulated value of the Images is a material consideration in Photographer's acceptance of the terms and prices in this agreement.

[5] Photo Credit: All published usages of Images will be accompanied by written credit to Photographer or copyright notice as specified on the reverse side unless no placement of a credit or copyright notice is specified.

OPTION: [6A] Alterations: Client will not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side. OR

[6B] Alterations: Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, includ-

ing making digital scans unless specifically permitted on the reverse side, except that cropping and alterations of contrast, brightness, and color balance, consistent with reproduction needs may be made. OR

[6C] Alterations: Client may make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images alone or with any other material, including making digital scans, subject to the provisions as stated in [7] below.

[7] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[8] Assumption of Risk: Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability. Client shall indemnify Photographer against all claims, liability, damages, and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

[9] Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for fees or expenses that could not be confirmed in writing because of insufficient time. This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state.

[10] Disputes: Except as provided in [11] below, any dispute regarding this agreement shall, at Photographer's sole discretion, either:

(1) be arbitrated in [PHOTOGRAPHER'S CITY AND STATE] under rules of the American Arbitration Association and the laws of [STATE OF ARBITRATION]; provided, however, that the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$____[LIMIT OF LOCAL SMALL CLAIMS COURT] or less may be submitted without arbitration to any court having jurisdiction thereof. OR

(2) be adjudicated in [PHOTOGRAPHER'S CITY AND STATE] under the laws of [STATE].(3) In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.

[11] Federal Jurisdiction: Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended.

[12] Overtime: In the event a shoot extends beyond eight (8) consecutive hours,

Photographer may charge for such excess time of assistants and freelance staff at the rate of 1-1/2 their hourly rates.

[13] Reshoots: Client will be charged 100 percent 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 expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

[14] Cancellations and postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notice of cancellation, plus 50 percent 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 percent fee. Weather postponements: Unless otherwise agreed, Client will be charged 100 percent fee if postponement is due to weather conditions on location and 50 percent fee if postponement occurs before departure to location.

SCHEDULE OF FEES AND EXPENSES

CLIENT: _____ DATE: _____ REFERENCE # _____

Photography:	_____	_____	\$ _____
Preproduction:	_____	_____	\$ _____
Travel:	_____	_____	\$ _____
Weather delays:	_____	_____	\$ _____
Other:	_____	_____	\$ _____
Casting:	Fee	_____	
	Film	_____	
	Casting from files	_____	
	_____	_____	\$ _____
Crew:	Assistants	_____	
	Home economist	_____	
	Prod. coordinator	_____	
	Stylists: hair	_____	
	props	_____	
	wardrobe	_____	
	Trainer/animals	_____	
	Welfare/teacher	_____	
_____	_____	\$ _____	
Film and	Editing	_____	
	Lab charges:		
	Polaroid	_____	
	Prints	_____	
	Roll film	_____	
	Sheet film	_____	
_____	_____	_____	\$ _____
Insurance:	Liability	_____	
	Photo Pac	_____	
	Riders/binders	_____	
_____	_____	_____	\$ _____
Location:	Scout	_____	
	Film	_____	
	Research	_____	
	Location Fee	_____	
	Permits	_____	
	Travel	_____	
	_____	_____	\$ _____
Messenger/	Messenger	_____	
Shipping	Out-of-town	_____	
	Trucking	_____	
_____	_____	_____	\$ _____

Props:	Purchase	_____	
	Rental	_____	
	Food	_____	
	_____	_____	\$ _____
Rental:	Camera	_____	
	Grip truck	_____	
	Lenses	_____	
	Lighting	_____	
	Special effects	_____	
	Special equipment	_____	
	_____	_____	\$ _____
Sets:	Carpenter/painter	_____	
	Hardware/lumber	_____	
	Paint/wallpaper	_____	
	Set design/research	_____	
	Backgrounds/backdrops	_____	
	Studio materials	_____	
	Surfaces	_____	
_____	_____	\$ _____	
Studio	Build days	_____	
	Shoot days	_____	
	Overtime	_____	
	Strike Set	_____	
_____	_____	\$ _____	
Travel:	Air fares	_____	
	Excess baggage	_____	
	Cabs	_____	
	Car rental/mileage	_____	
	Truck/car rental	_____	
	Motor home/dressing room	_____	
	Parking tolls/gas	_____	
	_____	_____	
	Lodging, per diems (est)	_____	
	Hotel	_____	
Meals	_____		
_____	_____	\$ _____	
Wardrobe:	Costume design	_____	
	Seamstress	_____	
	Purchase	_____	
	Rental	_____	
	Special make-up/wigs	_____	
_____	_____	\$ _____	

Miscellaneous	Gratuities	_____	
	Long distance/phone	_____	
	Nonprofessional talent	_____	
	Working meals	_____	
	_____	_____	\$ _____

Model details:	NUMBER	HOURS	TOTAL TIME
Adults	_____	_____	_____
Children	_____	_____	_____
Extras	_____	_____	_____

Get it in writing!

Photographers need a written record of their dealing with services, licenses, compensation, delivery, and value. Estimates, confirmations, invoices, delivery agreements, copyright licenses, should be simple and straightforward and embody the terms under which you conduct your business.

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

PREDELIVERY CONFIRMATION FACSIMILE

RETURN VIA FAX TO: 111-111-1111

To: _____

Fax No: _____
Transmission Date: _____
Transmission Time: _____

Thank you for requesting a submission of stock imaging of the following subject(s):

We will prepare and release our submission for your consideration upon receipt of a signed copy of this confirmation of certain terms and conditions precedent to delivery. Your review and acknowledgment will help to avoid misunderstandings.

Should you require an explanation of any of these terms and conditions, please call us at the above phone number. After reviewing, please sign the form in the space provided below and fax the signed copy to the return fax number listed above.

[1] "Image(s)" means all viewable renditions furnished by Photographer hereunder, whether captured or stored in photographic, magnetic, optical, or any other medium whatsoever.

[2] After fourteen days, the following holding fees are charged until return: Five Dollars (\$5.00) per week per color transparency and One Dollar (\$1.00) per week per print.

[3] Submission is for examination only. Images may not be reproduced, copied, scanned, projected, or used in any way or medium without (a) express written permission on Photographer's invoice stating the rights granted and the terms thereof and (b) full payment of said invoice. The reasonable and stipulated fee for any other use shall be three times Photographer's normal fee for such usage.

[4] Reimbursement by Client for loss or damage of each original photographic transparency or film negative shall be in the amount of One Thousand Five Hundred Dollars (\$1,500), or such other amount if a different amount is set forth next to said item on the attached schedule. Reimbursement by Client for loss or damage of each other item shall be in the amount set forth next to said item on the attached schedule. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell all rights to such item for less than said amount. Client understands that each original photographic transparency and film negative is unique and does not have an exact duplicate, and may be impossible to replace or re-create.

[5] Additional terms and conditions regarding the use, return, and responsibilities of the parties accompany the images when delivered.

I have reviewed the above terms and conditions and acknowledge my acceptance of them with the understanding that my responsibility for the shipment will begin at the time they are received by me or my company. I also acknowledge that I am authorized to make such a commitment for my company. I also acknowledge that my acceptance of delivery of any Image created in connection with the above-described assignment constitutes my acceptance by conduct of the terms and conditions on both sides of the delivery memo that accompanies delivery of the Image, in their entirety, with or without my signature.

SIGNED

TITLE

DATE

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

ASSIGNMENT PHOTOGRAPHY DELIVERY MEMO

Date assignment to begin: _____ Reference # _____ Date of Confirmation _____

Client: _____

Assignment Description: _____

Usage Specifications: _____

Estimated Price: FEES _____ EXPENSES _____ TOTAL _____

Note: For details of fee structure and expenses, refer to attached schedule.

Advance Payments: FEES _____ EXPENSES _____ TOTAL _____

Conditions of Transaction:

1. The copyright to all images created or supplied pursuant to this agreement remain the sole and exclusive property of the photographer. There is no assignment of copyright, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed the above usage specifications in accord with the conditions stated herein. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement:_____. Notice is not required if placement is not specified. Omission of required notice results in loss to the licensor and will be billed at triple the invoiced fee.

2. Usage specifications above convert to copyright license only upon receipt of full payment.

3. Usage beyond that defined above requires additional written license from the licensor.

4. The sale is subject to all terms and conditions on the reverse side hereof.

5. The client's having ordered the performance of any services required to complete the above-described assignment constitutes an acceptance by conduct of the original estimate in its entirety.

Please review the attached schedule of images. Count shall be considered accurate and quality deemed satisfactory for reproduction if said copy is not immediately received by return mail with all exceptions duly noted. Your acceptance of this delivery constitutes your acceptance of all terms and conditions on both sides of this memo, whether signed by you or not.

Acknowledged and Accepted

Date

Terms and Conditions for Assignment Photography Delivery Memo

[1] Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) year from the date hereof and to usage in print (conventional non-electronic and nondigital) media in the territory of the United States. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on a cover of a publication may be used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to Client unless and until Photographer has received payment in full. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage. Client agrees to provide Photographer with three copies of each published use of each Image not later than fifteen (15) days after the date of first publication of each use.

[3] Return of Images: Client assumes insurer's liability (a) to indemnify Photographer for loss, damage, or misuse of any Images, and (b) to return all Images prepaid and fully insured, safe and undamaged, by bonded messenger, air freight, or registered mail. All Images shall be returned within thirty (30) days after the later of: (1) the final licensed use as provided in this document, and (2) if not used, within thirty (30) days after the date of the expiration of the license. Client assumes full liability for its principals, employees, agents, affiliates, successors, and assigns (including without limitation independent contractors, messengers, and freelance researchers) for any loss, damage, delay in returning, or misuse of the Images.

[4] Loss or Damage: Reimbursement by Client for loss or damage of each original photographic transparency or film negative ("Original[s]") shall be in the amount of One Thousand Five Hundred Dollars (\$1,500), or such other amount if a different amount is set forth next to the lost or damaged item on the reverse side or attached schedule. Reimbursement by Client for loss or damage of each item other than an Original shall be in the amount set forth next to the item on the reverse side or attached schedule. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell all rights to such item for less than said amount. Client understands that each Original is unique and does not have an exact duplicate, and may be impossible to replace or re-create. Client also understands that its acceptance of the stipulated value of the Images is a material consideration in Photographer's acceptance of the terms and prices in this agreement.

[5] Photo Credit: All published usages of Images will be accompanied by written credit to Photographer or copyright notice as specified on the reverse side unless no placement of a credit or copyright notice is specified.

OPTION: [6A] Alterations: Client will not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side. OR

[6B] Alterations: Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, includ-

ing making digital scans unless specifically permitted on the reverse side, except that cropping and alterations of contrast, brightness, and color balance, consistent with reproduction needs may be made. OR

[6C] Alterations: Client may make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images alone or with any other material, including making digital scans, subject to the provisions as stated in [7] below.

[7] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[8] Assumption of Risk: Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability. Client shall indemnify Photographer against all claims, liability, damages, and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

[9] Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for fees or expenses which could not be confirmed in writing because of insufficient time. This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state.

[10] Disputes: Except as provided in [11] below, any dispute regarding this agreement shall, at Photographer's sole discretion, either:

(1) be arbitrated in [PHOTOGRAPHER'S CITY AND STATE] under rules of the American Arbitration Association and the laws of [STATE OF ARBITRATION]; provided, however, that the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$____[LIMIT OF LOCAL SMALL CLAIMS COURT] or less may be submitted without arbitration to any court having jurisdiction thereof. OR

(2) be adjudicated in [PHOTOGRAPHER'S CITY AND STATE] under the laws of [STATE]. (3) In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.

[11] Federal Jurisdiction: Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended.

E-MAIL COVER

To: From:
E-mail: Date:
Phone: Pages:
Re: cc:

Attached to this cover please find the:

- Assignment Estimate
 - Stock Estimate
 - Stock Invoice
 - Delivery Memo
 - Other
- Assignment Invoice
 - Predelivery Memo
-

In order for us to proceed with your project in a timely manner and in order to meet your scheduling requirements, we need to request that you review these documents as quickly as possible.

You can indicate your acceptance of the prices quoted, the terms under which we will proceed and the schedule we anticipate by simply replying to this e-mail. Once we receive your e-mailed reply, we will begin production.

BY REPLYING TO THIS E-MAIL, YOU ARE INDICATING YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS, PRICES, AND SCHEDULES ASSOCIATED WITH THIS PROJECT AND THE ATTACHED PAPERWORK UNDER THE ELECTRONIC SIGNATURES IN GLOBAL COMMERCE ACT OF 2001.

Thank you in advance for your timely reply and please contact us immediately via telephone if you have any questions.

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

STOCK PHOTOGRAPHY DELIVERY MEMO

Date shipped: _____ Reference # _____ Return Images by _____

Client

Description of Images:

Orig.(O) Qty.	Dupl.(D)	Format	Photograph Subject/ID No.	Value (if other than \$1,500/item) In event of loss/damage
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Total Count: _____

Title in the copyright to all images created or supplied pursuant to this agreement will remain the sole and exclusive property of the Photographer. There is no assignment of copyright title, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed only by subsequent written license on an invoice. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement: _____. Notice is not required if placement is not specified. Omission of required notice results in loss to the licensor and will be billed at triple the invoiced fee.

Check count and acknowledge receipt by signing and returning one copy. Count shall be considered accurate and quality deemed satisfactory for reproduction if said copy is not immediately received by return mail with all exceptions duly noted. Photographs must be returned by registered mail, air courier or other bonded messenger that provides proof of return.

SUBJECT TO ALL TERMS AND CONDITIONS ABOVE AND ON REVERSE SIDE

Acknowledged and Accepted
(Please sign here)

Date

Your acceptance of this delivery constitutes your acceptance of all terms and conditions on both sides of this memo, whether signed by you or not.

Terms and Conditions for Stock Photography Delivery Memo

[1] Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media.

[2] Rights: Submission is for examination only. All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) year from the date hereof and to usage in print (conventional non-electronic and nondigital) media in the territory of the United States. Unless otherwise specifically provided elsewhere in this document, no Image licensed for use on a cover of a publication may be used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to Client unless and until Photographer has received payment in full. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage. Client agrees to provide Photographer with three copies of each published use of each Image not later than 15 days after the date of first publication of each use.

[3] Return of Images: Client assumes insurer's liability (a) to indemnify Photographer for loss, damage, or misuse of any Images, and (b) to return all Images prepaid and fully insured, safe, and undamaged, by bonded messenger, air freight, or registered mail. All Images shall be returned within thirty (30) days after the later of: (1) the final licensed use as provided in this document, and (2) if not used, within thirty (30) days after the date of the expiration of the license. Client assumes full liability for its principals, employees, agents, affiliates, successors, and assigns (including without limitation independent contractors, messengers, and freelance researchers) for any loss, damage, delay in returning, or misuse of the Images. After fourteen (14) days, the following holding fees are charged until return: Five Dollars (\$5.00) per week per photographic transparency or negative and One Dollar (\$1.00) per week per print.

[4] Loss or Damage: Reimbursement by Client for loss or damage of each original photographic transparency or film negative ("Original[s]") shall be in the amount of One Thousand Five Hundred Dollars (\$1,500), or such other amount if a different amount is set forth next to the lost or damaged item on the reverse side or attached schedule. Reimbursement by Client for loss or damage of each item other than an Original shall be in the amount set forth next to the item on the reverse side or attached schedule. Photographer and Client agree that said amount represents the fair and reasonable value of each item, and that Photographer would not sell all rights to such item for less than said amount. Client understands that each Original is unique and does not have an exact duplicate, and may be impossible to replace or re-create. Client also understands that its acceptance of the stipulated value of the Images is a material consideration in Photographer's acceptance of the terms and prices in this agreement.

[5] Photo Credit: All published usages of Images will be accompanied by written credit to Photographer or copyright notice as specified on the reverse side unless no placement of a credit or copyright notice is specified.

OPTION: [6A] Alterations: Client will not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side. OR

[6B] Alterations: Client may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side, except that cropping and alterations of contrast, brightness, and color balance, consistent with reproduction needs may be made. OR

[6C] Alterations: Client may make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Images alone or with any other material, including making digital scans, subject to the provisions as stated in [7] below.

[7] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[8] Assumption of Risk: Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability. Client shall indemnify Photographer against all claims, liability, damages, and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

[9] Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for fees or expenses which could not be confirmed in writing because of insufficient time. This agreement incorporates by reference Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976, as amended. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state.

[10] Disputes: Except as provided in [11] below, any dispute regarding this agreement shall, at Photographer's sole discretion, either:

(1) be arbitrated in [PHOTOGRAPHER'S CITY AND STATE] under rules of the American Arbitration Association and the laws of [STATE OF ARBITRATION]; provided, however, that the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$____[LIMIT OF LOCAL SMALL CLAIMS COURT] or less may be submitted without arbitration to any court having jurisdiction thereof. OR

(2) be adjudicated in [PHOTOGRAPHER'S CITY AND STATE] under the laws of [STATE]. (3) In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.

[11] Federal Jurisdiction: Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended.

Straight Shooter Studio, Inc.

123 Anystreet, Hometown, ZX 12345 • Telephone: 123-555-1212 • Fax: 123-555-2121

STOCK PHOTOGRAPHY INVOICE

Date of invoice: _____ Reference # _____ Your P.O.# and Date _____

Client:

Description of Images:

Usage Specifications:

Price:

USE FEES _____	TOTAL PRICE _____
RESEARCH FEE _____	SALES TAX _____
HOLDING FEES _____	TOTAL _____
SHIPPING _____	
OTHER _____	
	PLEASE REMIT \$ ____

Conditions of Transaction:

1. The copyright to all images created or supplied pursuant to this agreement remain the sole and exclusive property of the photographer. There is no assignment of copyright, agreement to do work-for-hire, or intention of joint copyright expressed or implied hereunder. The client is licensed the above usage specifications in accord with the conditions stated herein. Proper copyright notice, which reads: © 20__ Straight Shooter, must be displayed with the following placement: _____ . Notice is not required if placement is not specified. Omission of required notice results in loss to the photographer and will be billed at triple the invoiced fee.
2. Usage specifications above convert to copyright license only upon receipt of full payment.
3. Usage beyond that defined above requires additional written license from the photographer.
4. Invoices are payable on receipt. Unpaid invoices are subject to a re-billing fee of _____.
5. The license is subject to all terms and conditions on the reverse side hereof.
6. Your acceptance of delivery of any image described above constitutes your acceptance of all terms and conditions on both sides of the delivery memo that accompanied the delivery and of this invoice, in their entirety.

Terms and Conditions for Stock Photography Invoice

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[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) year from the date hereof and to usage in print (conventional non-electronic and nondigital) media in the territory of the United States. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on a cover of a publication may be used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to Client unless and until Photographer has received payment in full and has issued a separate license to Client. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage. Client agrees to provide Photographer with three copies of each published use of each Image not later than 15 days after the date of first publication of each use.

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