

Terms of Agreement

S sararawlinson
photography

HP heritage
photographs

1. **Estimates:** The fees and expenses shown are estimated only and will be adjusted if the specs of the job are altered. Final fees and expenses shall be made available to the client when the final invoice is rendered. The client's approval shall be obtained for any increase in fees or expenses beyond 10% of the original.

2. **Modifications:** Modifications of price, date, or other specifications must be written.

3. **Changes:** The client shall be responsible for making additional payments for changes requested beyond that stipulated in the original quote.

4. **Expenses:** The client shall reimburse the photographer for all expenses arising from this assignment.

5. **Time for payment:** All invoices are payable within 15 days of receipt. A 2% monthly service charge is payable on overdue accounts. Any grant of copyright is conditional on receipt of payment.

6. **Cancellation:** In the event of termination of the services on this quote, ownership of all imagery will be retained by the photographer, and a termination fee shall be paid by the client. Said termination fee will be based on the estimate price and work already completed, typically it will be the amount of the initial deposit or 50%.

7. **Default in payment:** All defaults in payment will ultimately be taken to court. The client shall assume responsibility for any and all legal fees necessitated.

8. **Ownership and usage of photographs:** Once the account has been paid in full, the photographer grants perpetual and irrevocable full usage and non-commercial reproduction rights to the client. The photographer retains copyright, and the right to use non-sensitive work for self-promotional purposes. The photographs may not be resold by any party without an additional explicit written agreement.

9. **Purchase of Copyright (optional):** If the client wishes to purchase the full copyright, the fee will be equal to 150% of the final photography fee, and the photographer will still retain the right to use the images for self-promotional material.

10. **Proper use of work:** This contract provides for no additional use/sale of any of the artwork created for this job, other than the production of the piece for the intended uses as spelled out. Additional uses are subject to authorisation, and must be agreed in advance and in writing between client and photographer.

11. **Misuse of Artwork or Materials:** The client shall indemnify the photographer against all claims and expenses, including reasonable attorney's fees, due to uses for which no rights were transferred as specified by the invoice unless indicated otherwise in the estimate (ie due to uses that intentionally go against the usage agreement).

12. **Fair Trading:** The client and photographer agree to comply with fair trade and consumer protection norms. The photographer happily works within standard art organization ethics codes, such as those set forth by AIGA (The Professional Association for Design), the AOP (Assoc for Photographers), and BIPP (British Institute of Professional Photography).

13. **Arbitration:** Any disputes that arise out of this contract shall be submitted to binding arbitration or a mutually agreed upon arbitrator pursuant to the standard British Arbitration rules. The arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The client shall pay for all arbitration and court costs, reasonable attorney's fees, and legal interest on any award in favour of the photographer.

14. **Acceptance of terms:** The artist accepts these terms, and client acceptance is given either in writing or by the initial deposit payment.



Sara Rawlinson, photographer