ALL ASSIGNMENTS ARE ACCEPTED SUBJECT TO THESE TERMS AND CONDITIONS;
AND ALL REPRODUCTION RIGHTS OR LICENSES ARE LIMITED AS FOLLOWS:

1. DEFINITIONS: This agreement is between the "Photographer" (author of the photographs), or Photographer's authorized "Representative" named on the face of this form, and "Client" (the commissioning party, and its agent). This Assignment will be the Photographer's Interpretation rather than literal recreation of Client's concept(s) and/or layout(s).

2. ESTIMATED FEES, CHARGES AND EXPENSES: All estimated fees, production charges and expenses apply only to the original layout, job description, reproduction rights licensed and Period of Use as specified on this form. All charges are subject to amendment or separate agreement. Client and agent are jointly and severally responsible for payment of fees, charges and expenses.

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 Photographer's prior written consent, two business days (48 hours) or more prior to shoot date, Client will also pay the following percentages of Photographer's fees: (a) postponement, 25%; (b) cancellation, 50%. If postponed or cancelled in less than two business days, 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 shoot 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 the presence of its authorized representative at the shoot to approve Photographer's interpretation of the assignment. If no representative is present, Photographer's interpretation will be deemed acceptable. However, if deemed unacceptable by Client, Photographer shall have right of first refusal, but not the obligation, to reshoot according to item #7.

6. OVERTIME: In the event that a shoot extends beyond eight consecutive hours, Photographer may charge overtime for crew members at one-and-one-half their hourly rates.

7. RESHOOTS: Unless Photographer consents in writing otherwise, (a) Client will pay 100% of Photographer's fee, charges and expenses for any reshoot requested by Client. (b) If before being delivered to Client, the film from the "shoot" has been lost or is unusable because of defect, damage, equipment malfunction, processing or other technical error, Photographer will reshoot without additional fee, provided Client advances and pays all charges and expenses for the reshoot and the initial shoot. (c) If Photographer charges for special reshoot insurance and collects for a loss, Client will not be charged for any portion of the reshoot covered by the insurance payment. A list of insurance exclusions will be provided upon request.

8. INDEMNITY: Client will indemnify and hold Photographer and Representative harmless from any and all claims, liabilities and damages, including reasonable attorney fees and court costs arising from (a) Client's use of Photographer's photos, including uses for which no release was requested in writing or for uses which exceed authority granted by client or other release or by this agreement, and (b) Photographer's or Representative's reliance on, or use of, any instruction or assurance, or material provided or approved by Client.

9. REPRODUCTION RIGHTS: Reproduction rights are conditioned on Photographer's receipt of payment in full and Client's proper use of the copyright notice. All rights not expressly granted herein remain the exclusive property of Photographer. Unless otherwise stated on the face of this Agreement, duration of the License is one year from Agreement date and limited to use in the United States of America. Client may not sell, assign or otherwise transfer this License, or any rights or obligations under this License without Photographer's prior written consent.

10. RETURN OF PHOTOGRAPHS: Client assumes all risk for all photographic material(s) delivered by Photographer from time of receipt by Client to time of receipt by Photographer. If Return Date appears on the face of this form, Client shall return all material(s) in undamaged, unaltered and unretouched condition within 30 days of first publication.

11. LOSS OR DAMAGE: If no "actual value" for liquidated damages amount per photograph appears on the face of this form, or by attachment or by delivery memorandum, then liquidated damage(s) for loss or damage has been agreed upon between the parties to the amount of $1500 dollars per original transparency or negative. In the event of failure to return photographs per item #10, Photographer shall be entitled to immediate payment in full of above liquidated damages.

12. PAYMENT AND COLLECTION TERMS: Invoices are payable upon receipt by client or its agents. Photographer will be entitled to collect any expenses, including reasonable attorney's fees and costs, required to collect any sums due or to enforce the terms of this Agreement.

13. SALES TAX: Unless Client or Agent supplies Photographer with a properly executed resale certificate, Client must pay all applicable sales use of similar taxes, including any subsequent assessment made by tax authorities.

14. MISCELLANEOUS: Any changes to this agreement must be in writing and signed by the party to be bound by the changes. Unless client or agent receives from Photographer a properly executed talent or property release(s) Client is responsible for obtaining the release(s). Any transfer of ownership of original materials must be in writing and signed by Photographer. The terms of this Agreement shall be governed by the laws of the state of Photographer's principal place of business.

15. PHOTOGRAPHER'S ADDITIONS