

Portrait Photography Assignment Agreement

1329 Nicholson Street • Houston, Texas 77008 • 281-961-3014 • 713-513-5049 FAX

Mark Hiebert
 Photographer
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 281-961-3014 Phone/SMS

Executive Portrait Special – Provides retouched selection as high-resolution electronic file with license for unrestricted use. Produced at the Hiebert Photography studio in the Heights, you will be in and out within 30 minutes. It's a great way to update your company Web site, your business card, your FaceBook and LinkedIn profiles and publicity/public relations materials.

1 person: \$175 | 2 to 4 people: \$150/each | 5 to 7 people: \$125/each | 8 or more: \$100/person

Customers selecting the Executive Portrait Special will arrive at the studio prepared for the shoot, providing their own hair and make up per individual preference. Selected portrait will receive standard enhancement and retouching to remove obvious blemishes. Extensive retouching may be at an additional cost. Price includes one selection per individual.

Publicity & Editorial Portrait Session – Going beyond the traditional headshot, the Publicity & Editorial Portrait Session gives you highly personalized, impeccable representation that tells your story and shows you at your best. The result is a brand-focused and narrative-minded portrait that is perfect for authors, musicians, and executives who want to make a statement. Pricing includes electronic file with license for use with production to include on-site hair and make-up:

Number of People	Studio Production	Location Production
Individuals and Duos:	\$650 In Studio	\$950 On Location
Groups of 3 to 5 people:	\$725 In Studio	\$1,150 On Location
Large Ensembles:	Bid per client specifications.	

Above pricing includes up to two selections. Additional selections will be an additional cost based on post-production time for file preparation.

Personal Portraits – For individuals and families looking for personal portraits that are a step above the ordinary, Hiebert Photography creates unique family portraits that make great gifts and look wonderful in your home. Session provides sitting for the individual or family, electronic proofing, and a \$100 credit toward your initial print order:

Number of People	Studio Production	Location Production
Individuals, Couples & Families of 5 or less:	\$595 In Studio	\$795 On Location
Families and groups of up to 16 people:	\$695 In Studio	\$995 On Location
Extended families (17 or more people):	Bid per client specifications.	

Finished Prints & Enlargements

Size	Standard	Art Prints
• 3.5x5 inch	\$4	n/a
• 4x6, 4x5 inch	\$5	n/a
• 5x7 inch	\$15	n/a
• 8x10, 8x8 inch	\$40	\$150
• 10x10 Inch	\$85	\$185
• 11x14, 12x12 inch	\$95	\$395
• 16x20, 16x16, 14x14 inch	\$295	\$675
• 24x30, 24x24 inch	\$595	\$1,425
• 30x30 Inch	\$795	\$2,200
• 30x40 Inch	\$895	\$2,700

Other larger and smaller sizes available per request.

Licensing for Other Commercial Use

Standard pricing assumes direct use by client for PR and marketing, one-time editorial use, or strictly personal use. Use in advertising not directly related to the publicity and promotion of the represented individual(s) may require additional licensing; any such fee is calculated based on the scope of the intended use, the duration of use, placement, and prominence of the photograph in relation to the advertising or branding campaign.

Booking Requirements

E-mail mhiebert@hiebertphotography.com or call 281-961-3014 to confirm availability and to book your time. Projects are paid for when you execute your assignment agreement or at the time of your sitting, whichever is earlier. Prints are paid for at the time your order is placed. Where applicable, sales tax is in addition to the above prices. Additional costs may be applicable depending on the specific requirements of the client (props, models, more extensive theatrical make up, set construction, rentals, etc.).

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Reserve Your Session

Date Prepared:		Project Date:	
Client:			
Project:			
Client Contact:			
Address:			
City:		State:	ZIP:
Phone:		Mobile:	
FAX:		URL:	
E-mail 1:			

Project Details

Options – Check Selection: Executive Special PR&Editorial Portrait Personal

Enter Number of people: _____ in shot. Number of Portraits: _____

Location: Hiebert Photography Studio at 1329 Nicholson Street.
 Client Location: _____

Desired Production Date: _____

Production Requests: _____

Brand Considerations: _____

Color Preferences: _____

Other Requests or Items of Special Note: _____

Travel Charges for Out of Town Properties
 This rate is good for projects booked anywhere in the United States. However, projects outside of the Houston metro area will be subject to travel charges to cover the costs associated with getting to the location and food and lodging for the night prior and the night after production covering the costs for one photographer, assistant and (if applicable) MUA.

Payment Terms
 You are not booked and your time is not reserved until you have paid. No use of resulting photographs is permitted prior to payment. Use prior to payment constitutes a violation of Federal Copyright Law. No files are released prior to full payment. *Attention Accounts Payable: Make payment based on this Assignment Agreement.*

hiebert
 photography
 & Professional Imaging
 www.hiebertphotography.com

Cost by Category

<i>Production</i>	<i>Description</i>	<i>Quantity</i>	<i>Amount</i>
Creative Fee:			
Deliverable:	Electronic files via download or on disk.		
			Subtotal:

Licensing

Licensing Fee:	Confirm with Studio	\$ _____	\$ _____
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Expenses – Call for specific quote

Master File:	1st copy included; additional copies: ____	\$150/disk	\$ _____
Post-Production:	If applicable, standard studio rate is:	\$125/hour	\$ _____
Materials:	_____		\$ _____

Special Requests:	_____		\$ _____

Standard Production**Project Cost: \$ _____**

Travel and Lodging (Covers One Photographer and One Assistant)

Nights on Road: _____

Nights Required for Specific Production Elements: _____

Food: Total number of days including travel _____ x \$100: \$ _____

Total Travel Charges: \$ _____

If Applicable, Sales Tax of 8.25 percent: _____

Total Due: _____

Licensing Terms

Standard terms permits direct use by client specific to the marketing, promotion, or personal use by the individual (or group) noted as the "Client," who is the individual (or group) represented in the resulting photograph. Special terms as may be relevant for certain advertising and commercial placements with the fee based on the scope and duration of use. Contact the studio to determine if a fee for use beyond standard terms is applicable.

<i>Medium</i>	<i>Terms</i>	<i>Duration</i>	<i>Fee</i>
Print	_____	_____	_____
Display	_____	_____	_____
Web	_____	_____	_____
Electronic	_____	_____	_____
Reproduction	_____	_____	_____
Redistribution	_____	_____	_____

Copyright Statement

Mark Hiebert/Hiebert Photography & Professional Imaging retains ownership of all photographs produced by Mark Hiebert in conjunction with this assignment. They are licensed to The Client per the "Licensing Terms" noted above. No other use and no distribution to third parties is permitted.

Contract Terms

- Definitions

Print: Use in printed materials, including brochures, annual reports, flyers, and editorial use.

Display: Use in print display advertising, including magazines, posters, and billboards.

Web: Use in advertising or marketing materials displayed online on the World Wide Web.

Electronic: Use in advertising or marketing materials such as e-mail campaigns.

Reproduction: Physical reproduction of images in printed or electronic format for uses other than those noted above.

Redistribution: Providing copies to third-party users not covered under the license terms and for whom the use is not directly related to the specific projects and materials of the client.

Exclusive: Exclusive license provides that delivered images will not be licensed to other users in the competing markets; likewise, delivered images will not be sold as stock except with a written release from the client for that purpose.

Direct Use: Use specific to the projects and activities of the client (i.e., not incorporation into marketing materials for third parties).

- Standard proofs are provided as low-resolution digital files (72 dpi at actual size). Upon review and payment, final deliverable files will be provided as either .jpg, .tif, .psd digital files, or as physical prints per the contract terms. Printed proofs, contact sheets and high-resolution digital proofs can be provided at an additional charge.

- Initial proof review will take place at the Hiebert Photography studio at 1329 Nicholson Street or online. Upon review, client will make selections for photographs to be licensed; upon selection, Hiebert Photography will prepare final optimized photographs and prepare master file of photographs to be delivered to The Client.

- Mark Hiebert/Hiebert Photography & Professional Imaging retains copyright and ownership of all photographs produced as a part of this project. In particular, Hiebert Photography & Professional Imaging reserves the right to use negatives and/or reproductions for advertising, display, publication or other purposes. Negatives or digital files remain the exclusive property of Mark Hiebert/Hiebert Photography & Professional Imaging. They are licensed to The Client per the terms noted in the "Licensing Terms" section.

- If booked and later cancelled, The Client will pay a 30 percent cancellation fee plus any additional expenses incurred as a part of the project pre-production provided cancellation is made at least 30 days in advance of the project initiation. If cancelled 29 days to 10 days in advance of project initiation, the cancellation fee is 50 percent plus any additional expenses incurred in pre-production. Client is responsible for the full creative fee and any production expenses for contracts cancelled 10 days or less in advance of project initiation.

- If Mark Hiebert/Hiebert Photography & Professional Imaging cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event Mark Hiebert fails to perform for any other reason, Mark Hiebert/Hiebert Photography & Professional Imaging shall not be liable for any amount in excess of the retail value of the Client's order.

- *Weather Delays:* Weather plays a significant part in the production of exterior photographs for architectural photography as well as any production that involves outdoor venues. As such, the client acknowledges that delays may be required to accommodate weather conditions that are not optimal for production or accepts that non-optimal weather conditions may result in initial deliverables requiring a greater degree of post-production time. While schedules are created to account for weather forecasts, if scheduled and delayed due to weather per client's request, there may be a charge of \$500 a day for time booked and unable to be filled with other projects.

- *Production Delays as a Result of Client Action or Inaction:* Should The Client properties not be prepared for production on the dates as agreed to by The Client and Hiebert Photography, then The Client will be responsible for the full payment of any delayed production; subsequent production will be at the convenience of Hiebert Photography & Professional Imaging and may or may not be at an additional charge.

- *Individual and Property Release Forms:* Where applicable, The Client has final responsibility for securing written releases for persons or property represented in photographs as applicable to the client's

scope of use. While Hiebert Photography & Professional Imaging will gather to the best of our ability the appropriate releases on the day of production, and will provide copies of said releases to The Client, the final responsibility for clearance of any releases resides with The Client. Hiebert Photography & Professional Imaging is not responsible for any use on the part of The Client where proper releases or clearances have not been secured, and The Client agrees to hold harmless Hiebert Photography & Professional Imaging, its owner, employees and affiliates in any claims arising from improper use.

- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- The charges in this Contract are based on Mark Hiebert/Hiebert Photography & Professional Imaging's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without the Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties. Additionally, any use of photographs prior to full payment is a violation of Federal Law, and violators will be subject to its civil and criminal penalties.

Contract Terms

This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties

Signatures

The Client Signature

Hiebert Photography

Printed Name

Date Signed

Date Signed