

Portrait Assignment Agreement

Signatures Required on Page 3 & Page 5

10690 Shadow Wood Dr., No. 102 • Houston, TX 77043 • 281-961-3014 • 713-513-5049 FAX

Mark Hiebert

Photographer
 mhiebert@hiebertphotography.com
 281-961-3014 Phone/SMS

Studio Rates

As of 2/1/2012, the studio rates for standard production with one photographer are as follows:

Hourly: \$260/hour
 ½ Day: \$1,035 (4.5 hours)
 Full Day: \$2,070 (9 hours)
 Week: \$8,500 (45 hours)
 Post: \$125/hour
 Disks: \$150/disk

For Studio Use Only:

 HPPI Representative Name

 Date Completed Initials

 Date Approved Initials

Today's Date:				Desired Production Date:			
Reference/Invoice:				PO Number:			
Client:							
Project:							
Client Contact:							
Address:							
City:		State:		ZIP:			
Phone:				Mobile:			
FAX:				URL:			
E-mail 1:							

Project Details

Project Description:

Background Preference:

Studio-Style – Indicate Color Preference: _____
 Environmental – Indicate: Indoor | Outdoor

Location:

Hiebert Photography Studio
 Client Location: _____

Desired Production Date:

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Production Requests:

Licensing:

Deadline:

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Deliverable:

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Travel Charges for Out of Town Locations

Advertised rates are good for projects booked anywhere in the world. However, projects outside of the Houston metro area will be subject to travel charges as appropriate for the project and the scope and scale of production. Charges will be calculated based on the scope provided above and as elucidated in conversation prior to the execution of the Assignment Agreement.

Cost by Category

<i>Production</i>	<i>Description</i>	<i>Quantity</i>	<i>Amount</i>
Creative Fee:	Standard Portrait Production (1 Selection)	___ 1 Person: \$295	
Deliverable:	Optimized Selection, 8-bit RGB	___ 2 to 5: \$495	
		___ 6 to 10: \$695	
	Inquire for groups greater than 20 people.	___ 11 to 20: \$895	\$ _____
Selections:	Additional Selections	\$125 x ___ Selects	\$ _____
	Additional selections are optimized with standard retouching.		
Creative Fee:			\$ _____

<i>Client Options</i>			
MUA:	On-Set Professional Make-up	___ x \$125/person	\$ _____
Hair Stylist:	On-Set Hair Stylist, Full Hair Prep	___ x \$125/person	\$ _____
Location Shoot:	Standard Location Production Kit <i>Allow 1.5 hours prior to shot for set-up and 1 hour afterwards for break-down.</i>	\$375/Location: ___	\$ _____

<i>Other Production Expenses (Determined based on project scope)</i>			
Master File:	1st copy included; additional copies: ___	\$150/disk:	\$ _____
Post-Production:	Digital Service Fee	\$75/hour:	\$ _____
	Standard post production rate is:	\$125/hour:	\$ _____
Second Assistant:	Skilled Labor for Production	\$359 x ___ days:	\$ _____
Art Direction:	Creative Direction and Set Management	\$1,050 x ___ days:	\$ _____
Scouting:	Scouting Production Locations	\$500 x ___ days:	\$ _____
Operations:	Project Management • Permit Clearances • Contracts & Talent Agreements • Production Scheduling	\$125/hour x _____:	\$ _____
Casting:	Talent acquisition for commercial shots	\$175/hour x _____:	\$ _____
Rentals:	Materials and Equipment	Priced to Scope	\$ _____
Set Development:	Development, Build-out & Break-down	Priced to Scope	\$ _____
Subtotal with Production Expenses:			\$ _____

<i>Travel and Lodging</i>	
Standard charges are calculated as follows. However, non-standard locations or locations with higher than normal costs may require additional charges.	
Total miles as measured from 10690 Shadow Wood Dr., H/T 77043: _____	
If 15 miles or less, there is no charge.	
If more than 15: _____ Miles x 2 x .57 = \$ _____	
Nights on Road: _____ X \$250 = \$ _____	
Nights Required for Specific Production Elements: _____ X \$325 = \$ _____	
Other Food & Beverage Requirements: _____ : \$ _____	
Travel Charges:	
\$ _____	

Subtotal:	\$ _____
If Applicable, Sales Tax of 8.25 percent:	\$ _____
Total Project Cost: \$ _____	

Payment Terms

You are not booked and your time is not reserved until you have paid the required amount at the time of the Assignment Agreement execution. Standard terms require that 30 percent of project cost plus applicable pre-production expenses be paid at time of assignment agreement execution.

Projects under \$1,500 are paid at the time of the assignment agreement execution. Clients that elect to fully pre-pay projects in excess of \$1,500 may deduct 5 percent from the total project cost.

No use of resulting photographs is permitted prior to payment. **Use prior to payment constitutes a violation of Federal Copyright Law. For any such violation (including FPO) the client agrees that s/he will pay 5 times the total Creative Fee shown on Page 2 of this agreement.** Clients who elect to pay by credit card will add 3.5 percent to the Total Project Cost to offset credit card processing fees. No files are released for use prior to full payment. *Attention Accounts Payable: Make payment based on this Assignment Agreement.*

Sign here to indicate you have read, understand and agree to the payment terms:

I agree to the payment terms: _____

Signature

Printed Name

Remittance

If this Assignment Agreement is executed, make payment in accordance with the agreement terms. Pay by check or money order payable to *Hiebert Photography*. Mail as follows:

Mark Hiebert, Hiebert Photography
10690 Shadow Wood Drive, Suite 102
Houston, Texas 77043

If sending payment overnight, use either UPS or Federal Express. Call 281-961-3014 with questions.

Check one: Check Enclosed (Check Number: _____)

American Express Visa Mastercard Discover

Total Project Cost: \$ _____ x 1.035 = Authorized Amount: \$ _____

Card Number: _____

Name On Card: _____ Expiration: _____

Signature: _____

Printed Name: _____ CCVN: _____

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 below. No other use or distribution to third parties is permitted.

Licensing Terms (Provide Narrative of Licensing for Scope & Duration of Use.)

Unless otherwise noted, the license is for Direct Use by the Client which means that redistribution to third parties for commercial use separate from that of the client is prohibited. Specifically:

Medium	Terms	Duration	Fee
Print	_____	_____	_____
Display	_____	_____	_____
Web	_____	_____	_____
Electronic	_____	_____	_____
Reproduction	_____	_____	_____
Redistribution	_____	_____	_____

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).

Digital Service Fee: Includes the full scope of post-production activities involved in editing, preparing, outputting and archiving digital negatives to prepare proof photographs for the client; it is generally wise to estimate .75 hours of DSF for each hour of production.

- 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 10690 Shadow Wood Drive, Suite 102, Houston, Texas 77043, 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 plus applicable site and labor cancellation or rescheduling fees 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.

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

Mark H. W. Hiebert, Hiebert Photography

Printed Name

Date Signed

Date Signed