

# Assignment Agreement & Invoice

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

**Notes**

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**Studio Rates**

As of 10/15/2012, the studio rates for standard production with one photographer are as follows:

- Hourly: \$266.50/hour
- ½ Day: \$1,060.88 (4.5 hours)
- Full Day: \$2,121.75 (9 hours)
- Week: \$8,712.50 (45 hours)
- Post: \$125/hour
- Disks: \$150/disk

Standard production includes photography creation on location or in studio, initial edit of production results, eProofs posted online, full-resolution proofs delivered on disk.

Additional expenses such as models, pre-production activities, set building, materials, location expenses, travel costs, stylists, rentals and other miscellaneous costs are in addition to the standard studio rates and are priced per the specific scope of each project.

**For Studio Use Only:**

HPPI Representative Name

Date Completed          Initials

Date Approved          Initials

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

**Project Description & Scope**  
 Project Description:

<b>Location:</b>	<input type="checkbox"/> Hiebert Photography Studio <input type="checkbox"/> Client Location: _____
<b>Desired Production Date:</b>	Description
<b>Production Requests:</b>	Description
<b>Description of Use:</b>	Description
<b>Deadline:</b>	Description
<b>Deliverable Description:</b>	Description

**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:	Photographer's Fee (Still Photography)	_____ at \$ _____	\$ _____
	Director's Fee (Motion Photography)	_____ at \$ _____	\$ _____
<b>Creative Fee:</b>			<b>\$ _____</b>

*Licensing*                      *Narrative of Terms*

<i>Medium</i>	<i>Itemization of Terms</i>	<i>Duration</i>	<i>Fee</i>
Print			\$ _____
Display			\$ _____
Web			\$ _____
Electronic			\$ _____
Reproduction			\$ _____
Redistribution			\$ _____
Other			\$ _____

*Production Expenses*

Production:	Lighting Equipment	Priced to Scope	\$ _____
	Camera Equipment	Priced to Scope	\$ _____
	Grip Equipment	Priced to Scope	\$ _____
	Digital Tech	\$525 x ____ days:	\$ _____
	First Assistant	\$375 x ____ days:	\$ _____
	Second Assistant	\$300 x ____ days:	\$ _____
Master File:	1st copy included; additional copies: _____	\$150/disk:	\$ _____
Post-Production:	Digital Service Fee	\$75/hour:	\$ _____
	Standard Post Production	\$125/hour:	\$ _____
	Retouching/Digital Art	\$235/hour:	\$ _____
Craft Services:	On-Set Professional Make-up	Priced to Scope	\$ _____
	On-Set Hair Stylist	Priced to Scope	\$ _____
	Wardrobe Stylist	Priced to Scope	\$ _____
	Set, Props, and/or Food Stylist	Priced to Scope	\$ _____
	Carpentry	Priced to Scope	\$ _____
	Electricians	Priced to Scope	\$ _____
Art Direction:	Creative Direction and Set Management	\$1,050 x ____ days:	\$ _____
Pre-Production:	Scouting Production Locations	\$500 x ____ days:	\$ _____
	Project Management	\$125/hour x ____:	\$ _____
	• Permit Clearances		
	• Contracts & Talent Agreements		
	• Production Scheduling		
	Insurance Certificates & Addit. Premiums	Priced to Scope	\$ _____
Talent:	Casting	\$175/hour x ____:	\$ _____
	Model Fees	Priced to Scope	\$ _____
Rentals/Materials:	Expendable Materials	Priced to Scope	\$ _____
	Equipment	Priced to Scope	\$ _____
	Wardrobe	Priced to Scope	\$ _____
	Props/Food	Priced to Scope	\$ _____
	Vehicles	Priced to Scope	\$ _____
	Aircraft & Pilot	Priced to Scope	\$ _____
	Watercraft & Crew	Priced to Scope	\$ _____
	Studio Fees	Priced to Scope	\$ _____
Set Development:	Development, Build-out & Break-down	Priced to Scope	\$ _____
Rush Charges:	If Applicable, 50 percent of Creative Fee	____ Yes   ____ No	\$ _____
<b>Subtotal with Production Expenses:</b>			<b>\$ _____</b>

*Travel, Food & Lodging*

Mileage:	_____ Miles x 2 x .57 = \$ _____	
Airfare:	____ Tickets for ____ People: \$ _____	
Lodging:	____ People in ____ Rooms for ____ Nights: \$ _____	
Per Diem/Food for Crew:	____ Days at ____ Rate: \$ _____	
Catering:	\$ _____	
Parking:	\$ _____	
Tolls:	\$ _____	
<b>Total Travel Charges:</b>		<b>\$ _____</b>

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



**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 the creative fee plus preproduction expenses be paid at time of assignment agreement execution. **Projects under \$1,500 are due and paid at the time of the assignment agreement execution.** Clients who 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; full payment must be made prior to delivery images. No rights are granted until full payment is received. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. The Client shall pay Photographer's costs and expenses (including Photographer's reasonable attorney's fees and related costs) incurred in connection with enforcing the terms of this Agreement, including those incurred without commencing a court proceeding. **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 cash or check may deduct 2 percent from the Total Project Cost. No files are released for use prior to full payment. *Attention Accounts Payable: Make payment based on this Assignment Agreement. Additional expenses and fees billed separately.*

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: \_\_\_\_\_)  
                   Check Forthcoming (Date Anticipated for Pick-up or Delivery: \_\_\_\_\_)  
                   American Express     Visa     Mastercard     Discover

Total Project Cost: \$ \_\_\_\_\_ = Authorized Amount: \$ \_\_\_\_\_

Card Number: \_\_\_\_\_

Name On Card: \_\_\_\_\_ Expiration: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ CCVN: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**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 on Page 2. No other use or 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).

*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.

- This agreement is between Mark Hiebert (Photographer) and the Client, named on Page 1, who wishes to retain the photographer as an independent contractor to deliver Photographs to the Client. This agreement shall be governed under the laws of Texas. The Client agrees to personal jurisdiction in Harris County, Texas. This agreement is specifically for the above assignment and does not govern future or past assignments between Photographer and Client.
- Standard proofs are provided as online, non-downloadable previews. 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 online. Depending on the specifics detailed in the project and deliverable descriptions, the client may receive full-resolution files of all resulting images or the client will make selections for photographs to be licensed. Hiebert Photography will prepare final optimized photographs and prepare master file of photographs to be delivered to The Client per the Project Description and Deliverable Description and in accord with the Licensing Terms detailed in this agreement.
- 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, including subsequent stock licensing. 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 is responsible for payment of all expenses incurred up to the time the Photographer receives actual notification, plus 50 percent of the Creative Fee noted on Page 2 of this agreement. If notice is given less than two (2) business days prior to the scheduled production date, the Client will pay 100 percent of the Creative Fee plus any production expenses incurred in conjunction with the project. The client will be charged 100 percent of the Creative Fee and expenses for any reshoots required by the client; for reshoots required by an act of God or the fault of a third party, then the client will pay all additional expenses.
- 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 Total Project Cost as noted on Page 2 of this agreement.
- *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 for the amount of the Creative Fee plus any applicable production expenses 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 the Client will be charged 100 percent of the Creative Fee and expenses for any reshoots.
- *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. Unless specifically stated and provided, no model or property releases exist. The final responsibility for clearance of any releases resides with The Client. Mark Hiebert, Hiebert Photography & Professional Imaging, and any subcontractors working in service to Hiebert Photography are 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 and defend Hiebert Photography & Professional Imaging, its owner, employees and affiliates in any claims arising from improper use. The Client shall pay the Photographer's costs and expenses (including reasonable attorney's fees and related costs) in connection with enforcing the terms of this Assignment Agreement, including those incurred without commencing a court proceeding. The liability of the Photographer in any event, shall be limited to the refund of total creative fee paid to Mark Hiebert or Hiebert Photography for the assignment in question.

- 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.
- Mark Hiebert carries both General Liability and Workman's Compensation insurance. If The Client requests to be added as an additional insured on these policies for this project, that can be facilitated; however, any cost or additional premium associated with that will be paid by The Client in addition to the Total Project Cost noted in this agreement. Likewise, if The Client requires subscriptions to third parties like Compliance Depot or similar service providers, then any such fees or costs will be paid by The Client in addition to the Total Project Cost noted in this agreement.
- 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