

October 5, 2005

Bill Buyer  
Ad Agency for Client  
123 Street St.  
Agencytown, ST 98765

Estimate: For the photography and uses described below.

Description: Give as much information here as you can. Describe the shot, the background, the format you are using to capture the image and the final form of delivery. Include additional services you will require or provide. The more detail here, the less room for misunderstanding later.

Copyright: Retained by photographer.

Terms: Net due in 30 days. 2% per month thereafter.

Proposed Use: For one time use as a brochure cover with a print run of 10,000. Other uses to be negotiated. Anything can be specified here as long as buyer and seller will agree on it.

Charges:	Photography	\$4800.00
	Film & Processing	\$61.00
	Props & Backgrounds	\$122.00
	Model Fees	\$183.31
	Additional Production	\$803.98
	Custom Lab & Prints	\$43.92
	Scan and Retouch	\$800.00
		-----
	Total	\$6814.20

This agreement includes the terms on page 2 of this form.  
Please sign, date, and return one copy of this estimate.

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

Date: \_\_\_\_\_

THE WORK ESTIMATED ON THE REVERSE IS SUBJECT TO THESE CONDITIONS:

1. This agreement is between Woody Packard, "the photographer," and "the client" or party using the photography as noted on the reverse and may not be assigned or transferred. When an agent acts on behalf of the client in commissioning the described work, both agent and client are responsible for the conditions and obligations of this agreement. This estimate is good for thirty days, and must be signed by the client or a representative of the client's advertising agency before work can begin.
2. An accurate estimate requires an accurate description of the job. The fees and expenses listed are for work and materials described at the time this estimate was written, and are for the uses agreed to only. For photography done on approval, client or agent are responsible for approval at the time of shooting. Additions, changes, delays and reshoots which are not the fault of the photographer are subject to an additional agreement and fee.
3. The photographer agrees in good faith to proceed with this assignment when the client has returned a signed copy of this agreement. The client agrees to reimburse the photographer for his time and expenses in the event of a cancellation. For cancellations within forty eight hours of booked time, client will be responsible for the production fees for that time. If a deposit has been paid to the photographer, any portion of the deposit in excess of the amount spent up to the time of the cancellation will be returned to the client.
4. Unless noted otherwise, all camera originals remain the property of the photographer, to be returned after use. For loss or damage to these materials, the client agrees to pay for their reasonable value.
5. Photographer's acceptance of this assignment is based on the fees listed and the rights granted, independent of client's decision to exercise those rights. Usage fees listed are therefore not refundable. All rights not specifically granted on the face of this agreement are reserved by the photographer. Without a specific written agreement, the work described here is not done for hire.
6. The client shall indemnify the photographer for all claims, damages and reasonable attorney's fees arising from the client's use of this photography, including but not limited to claims by models or property owners made because of uses not authorized by this agreement.
7. The client shall provide copyright notice in a mutually agreeable form on any published use and provide the photographer with three printed samples of each use.
8. Permission for any use whatsoever is dependent on full payment of all fees, expenses and interest on late payments. In the event of an unpaid invoice, the client assumes all reasonable costs of collection as well as interest on unpaid balances as noted in the terms of this agreement.