

LightWurx Media

ASSIGNMENT ESTIMATE/CONFIRMATION/INVOICE

P.O. Box 153011
Austin, TX 78715-3011
(512) 751-5036 / (512) 394-9278

Client _____
Address _____

 Client Purchase Order Number _____
 Client Contact _____

Date _____
 Estimate
 Confirmation
 Invoice
 Job Number _____

Assignment Description _____

 _____ Due Date _____

Grant of Rights. Upon receipt of full payment, LightWurx Media and/or Photographer shall grant to the Client the following exclusive rights:

For use as _____
 For the product, project, or publication named _____
 In the following territory _____
 For the following time period or number of uses _____
 Other limitations _____

This grant of rights does not include electronic rights, unless specified to the contrary here:

_____ in which event the usage restrictions shown above shall be applicable. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

Photographic Credit. LightWurx Media and/or the Photographer shall shall not receive adjacent credit in the following form on reproduction _____

Fee/Expenses. The Client shall pay the Balance Due, including reimbursement of the expenses as shown below, within thirty days of receipt of an invoice. A reuse fee of \$_____ shall be paid in the following circumstances:

| Expenses | | |
|---------------------------|----------------------|-----------|
| Assistants | | \$ |
| Casting | | \$ |
| Crews/Special Technicians | | \$ |
| Equipment Rentals | | \$ |
| Film and Processing | | \$ |
| Insurance | | \$ |
| Location | | \$ |
| Messengers | | \$ |
| Models | | \$ |
| Props/Wardrobe | | \$ |
| Sets | | \$ |
| Shipping | | \$ |
| Styling | | \$ |
| Travel/Transportation | | \$ |
| Telephone | | \$ |
| Other Expenses | | \$ |
| | Subtotal | \$ |
| | Ttl. Expenses | \$ |

| Fees | | |
|--------------------------|---------------------|-----------|
| Photography fee | | \$ |
| Other fee | | \$ |
| Preproduction \$ ___/day | | \$ |
| Travel \$ ___/day | | \$ |
| Weather days \$ ___/day | | \$ |
| Cancellation fee | | \$ |
| Re-shoot fee | | \$ |
| | Fee Subtotal | \$ |
| | Ttl. Expenses | \$ |
| | Subtotal | \$ |
| | Sales Tax | \$ |
| | Total | \$ |
| | Less Advances | \$ |
| | Balance Due | \$ |

TERMS AND CONDITIONS

1. **Payment:** Client shall pay LightWurx Media and/or the Photographer within ten (10) business days of notice that the assignment has been completed. Time is of the essence with respect to payment. Overdue payments shall be subject to interest charges of fifteen percent (15%) monthly.
2. **Advance Payment:** Prior to LightWurx Media and/or the Photographer commencing the Assignment, the Client shall pay the advance shown on this form, which shall be applied against the total due.
3. **Reservation of Rights:** Unless specified to the contrary, any grant of rights shall be limited to the United States for a period of one year from the date of the invoice and, if the grant is for magazine usage, shall be first North American serial rights only. All rights not expressly granted shall be reserved to LightWurx Media, including but not limited to all copyrights and ownership rights in photographic materials, which shall include but not be limited to transparencies, negatives, digitally captured images and prints. Client shall not modify directly or indirectly any of the photographic materials, whether by digitized encodings or any other form or process now in existence or which may come into being in the future, without the express, written consent of LightWurx Media.
4. **Value and Return of Originals:** All non-electronic photographic material shall be returned to LightWurx Media and/or the Photographer by registered mail or bonded courier (which provides proof of receipt) within thirty days of the Client's completing its use thereof and, in any event, within 14 days of Client's receipt thereof. Time is of the essence with respect to the return of photographic materials. Unless a value is specified for a particular image either on this form or on a Delivery Memo given to the Client by LightWurx Media and/or the Photographer, the parties agree that a reasonable value for original materials is \$1,500. Client agrees to be solely responsible for and act as an insurer with respect to loss, theft, or damage of any image from the time of its shipment by LightWurx Media and/or the Photographer to the Client until the time of return receipt by LightWurx Media and/or the Photographer.
5. **Additional Usage:** If the Client wishes to make any additional uses of the assignment materials, the Client shall seek permission from LightWurx Media and/or the Photographer. The Client further agrees to pay an additional fee to be agreed upon prior to the use.
6. **Authorship Credit:** Authorship credit in the name of LightWurx Media and/or the Photographer, including copyright notice specified by LightWurx Media and/or the Photographer, shall accompany the photograph(s) when it is reproduced, unless specified to the contrary on this form. Traditional photographic material and all electronic images will be marked with a copyright notice in plain view, as well as annotated with metadata. Unless specified to the contrary on this form, the Client is not permitted to crop or otherwise hide the copyright notice from view, nor remove the metadata from the electronic image file. The visible copyright notice may be removed from view when accompanying text conveys the same information. If required authorship credit is omitted, the parties agree that liquidated damages for the omission shall be three times the invoiced amount.
7. **Expenses:** If this form is being used as an Estimate, all estimates of expenses may vary by as much as ten (10%) percent in accordance with normal trade practices. In addition, LightWurx Media and/or the Photographer may bill the Client in excess of the estimates for any overtime, which must be paid by LightWurx Media and/or the Photographer to assistants and freelance staff for a shoot that runs more than eight (8) consecutive hours.
8. **Re-shoots:** If LightWurx Media and/or the Photographer are required by the Client to re-shoot the Assignment, the Client shall be charged in full for additional fees and expenses, unless (a) the re-shoot is due to Acts of God or is due to an error by a third party, in which case the Client shall only pay additional expenses but no fees; or if (b) LightWurx Media and/or the Photographer is paid in full by the Client, including payment for the expense of special contingency insurance, then the Client shall not be charged for any expenses covered by such insurance in the event of a re-shoot. LightWurx Media and/or the Photographer shall be given the opportunity to perform any re-shoot.

