

# LightWurx Media

## STOCK PHOTOGRAPHY INVOICE

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

**Client:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Requestor:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**Invoice No.** \_\_\_\_\_  
**SS/EIN No.** \_\_\_\_\_  
**PO No.** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**The following nonexclusive rights are granted**

For use in \_\_\_\_\_  
 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, network servers and use in a web-page.

Photo ID#	Description/Title	Format	Size/Placement	Fee
			Total Repro Fee	\$
			Research Fee	\$
			Holding Fee	\$
			Subtotal	\$
			Sales Tax	\$
			<b>Total</b>	<b>\$</b>

Checks should be made payable to: \_\_\_\_\_

Subject to All Terms and Conditions on Reverse Side.

# Terms and Conditions

- 1. Delivery and Definition.** Photographer and/or LightWurx Media has delivered to the Client those Photograph(s) listed on the front of this form. "Photograph(s)" are defined to include transparencies, prints, negatives, digitized encodations, and any other form in which the images submitted can be stored, incorporated, represented, projected, or perceived, including forms and processes not presently in existence but which may come into being in the future.
- 2. Grant of Rights.** Upon receipt of full payment, LightWurx Media shall license to the Client the rights set forth on the front of this form for the listed Photograph(s).
- 3. Reservation of Rights.** All rights not expressly granted are reserved to the Photographer and/or LightWurx Media. Without limiting the foregoing, no advertising or promotional usage whatsoever may be made of any Photograph(s) unless such advertising or promotional usage is expressly permitted on the front of this form. Limitations on usage shown on the front of this form include but are not limited to size, placement, and whether usage is in black and white or color.
- 4. Fee.** Client shall pay the fee shown on the front of this form for the usage rights granted.
- 5. Payment.** Payment is due to the Photographer and/or LightWurx Media within 30 days of the date of this Invoice. Overdue payments shall be subject to interest charges of 10% percent monthly. Time is of the essence with respect to payment.
- 6. Copyright Notice.** Copyright notice shall be adjacent to the Photograph(s) when reproduced unless otherwise agreed by both parties and stated in this Invoice. If such copyright notice, which also serves as authorship credit, is required hereunder but is omitted, the Client shall pay as liquidated damages triple the usage fee agreed to between the parties instead of the agreed upon usage fee. Copyright credit must be as shown on the Photograph(s) unless specified to the contrary by the Photographer and/or LightWurx Media. The recommended copyright notification format is "© 2006 Peter Turner/LightWurx Media, All rights reserved." unless another copyright notification format has been agreed upon and identified on the front of this form.
- 7. Alterations.** Client shall not make alterations, additions, or deletions to the Photograph(s), including but not limited to the making of derivative or composite images by the use of computers or other means, without the express, written consent of the Photographer and/or LightWurx Media. This prohibition shall include processes not presently in existence but which may come into being in the future.
- 8. Loss, Theft, or Damage.** In the case of negatives, transparencies and prints, the ownership of the Photograph(s) shall remain with the Photographer and/or LightWurx Media. Client agrees to assume full responsibility and be strictly liable as an insurer for loss, theft, or damage to the Photograph(s) and to insure the Photograph(s) fully from the time of shipment from the Photographer to the Client until the time of return receipt by the Photographer. Client further agrees to return all of the Photograph(s) at its own expense by registered mail or bonded courier that provides proof of delivery. Reimbursement for loss, theft, or damage to any Photograph(s) shall be in the amount of the value entered for that Photograph(s) on the front of this form. Both Client and Photographer agree that the specified values represent the fair and reasonable value of the Photographs. Unless the value for an original transparency is specified otherwise on the front of this form, both parties agree that each original transparency has a fair and reasonable value of \$1,500 (Fifteen Hundred Dollars). Client agrees to reimburse Photographer for these fair and reasonable values in the event of loss, theft, or damage. No such liability exists for electronic formats.
- 9. Tear Sheets.** In the case of print use, the Client shall provide Photographer and/or LightWurx Media with two (2) copies of tear sheets of any authorized usage. In the allowed case of electronic distribution, the Client shall release an HTTP link to the completed work.
- 10. Releases.** Client agrees to indemnify and hold harmless the Photographer and/or LightWurx Media against any and all claims, costs, and expenses, including attorney's fees, arising when no model or property release has been provided to the Client by the Photographer and/or LightWurx Media or when the uses exceed the uses allowed pursuant to such a release.
- 11. Arbitration.** All disputes shall be submitted to binding and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$\_\_\_\_\_ shall not be subject to this arbitration provision.
- 12. Assignment.** Neither party shall transfer or assign any rights or obligations hereunder without the consent of the other party, except that the Photographer and/or LightWurx Media shall have the right to assign monies due.
- 13. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the full understanding between the parties hereto. Its terms may only be modified by a written instrument signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Texas.