All commissions are accepted subject to the terms and conditions below; and the reproduction rights are limited as follows:

1. Definition: This agreement is between the "Photographer" (author of the photographs) or authorized "Representative" named on the face of this letter and the "Client" who is the commissioning party which the agency represents for the purpose of this agreement.

2. Estimated Fees and Expenses: The estimated fees and expenses are for the original layout and job description only and for the uses agreed. Any changes are subject to separate agreement. The Client and its agents are jointly and severally responsible for payment of fees and expenses.

3. Cancellation and Postponements: The Client is responsible for payment of all expenses incurred up to the time of cancellation or postponement, plus 50% of the Photographer's fee. If notice of cancellation or postponement is given less than two business days before the shoot date, the Client will be charged 100% fee. Weather postponements: Unless otherwise arranged, the Client will be charged 100% fee if postponement is required due to weather conditions on location and 50% fee if postponement occurs before departure to location.

4. Client Representative: The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the commission. If the Client representative is not present, the Photographer's interpretation shall be deemed acceptable.

5. Overtime: In the event that a shoot extends beyond eight consecutive hours the Photographer may charge for such excess time of assistants and freelance staff at the rate of one-and-one-half their hourly rate.

6. Reshoots: (a) The Photographer will charge 100% fee and expenses for any reshoot required by the Client. (b) For any reshoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee and Client shall pay all expenses. (c) If the Photographer charges for special contingency insurance (such as Photo Pac) and is paid in full for the shoot, the Client shall not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

7. Indemnity: The Client shall indemnify the Photographer and Representative against any claims and damages, including reasonable counsel fees, arising from the Client's use of the photographs and the Photographer's or Representative's use of material or instructions of the Client.

8. Grant of License and Copyright Notice: Reproduction rights are conditioned on receipt of payment in full and use of proper copyright notice. All rights not expressly licensed remain the exclusive property of the Photographer. Unless otherwise stated on the face of this invoice, duration of grant of license is one year from invoice date and limited to use in the United States of America.

9. Return of Photographs: Unless otherwise stated, all originals must be returned to the Photographer in their original unaltered condition by date of first publication and no other use, other than reproduction, may be made with these originals. If original photographs are lost or damaged Client shall pay the Photographer $1,500.00 per original.

10. Terms of Payment: Invoices are payable upon receipt. The maximum finance charge according to law is applied on any balances unpaid after 30 days.

11. Miscellaneous: The Client may not assign or transfer the rights licensed herein. Any modifications of these terms must be in writing and signed by each party. This agreement is made under and shall be governed by the laws of the state where Photographer's principal place of business is located.