



# Brandon Cole *marine photography*

4917 N. Boeing Rd., Spokane Valley, WA 99206 USA  
web: www.brandoncole.com e-mail: brandoncole@msn.com  
tel: 509.535.3489

## e- Stock Picture Delivery Memo #

delivery\_memo\_brandon\_cole

TO:

DATE:

FedEx:

E-mail or FTP address for delivery:

### Description of photographs:

Photo codes:

- 1) HIGH RESOLUTION FILE, TIFF format, 48 MB, 11" x 17" at 300dpi, Adobe 1998 RGB color profile embedded. As with all digital images,
- 2) you may wish to adjust color, contrast, curves, levels, etc. in Photoshop as well as adding appropriate amount of unsharp mask.
- 3)
- 4) Note that you will need to crop out caption information along bottom border when you are ready to layout and/or go to print.
- 5)
- 6) Delivered by e-mail attachment/ on CD (burned how)/FTP etc on ( date)
- 7)
- 8)
- 9)
- 10) Please see invoice # ----- for full licensing details
- 11)
- 12)
- 13)
- 14)
- 15)
- 16)
- 17)
- 18)
- 19)
- 20)

### NOTE:

Please remember that all Photographs, digitized versions (scans, files, etc.) of the Photographs, and all digital media herein or to be delivered are to be returned to Photographer upon completion of the project. Permission to store, cache, or copy scans is for pre-press purposes only. When the project is complete all digitized versions of the Photographs must be destroyed (erased from all computers, hard drives, servers, or any other storage media, as well as databases, archives, etc.).  
Photographer remains owner of Copyright to all Photographs, digitized versions (scans, files, etc.) of the Photographs, etc. at all times.

**High Res Files:**

**Low Res Files:**

*Please call if you have any questions.*

**TOTAL COUNT:**



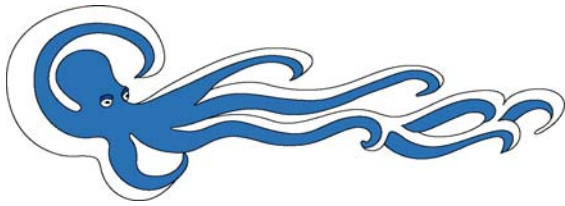
Client accepts delivery of photographs expressly on the terms and conditions noted below and on the back of this delivery memo, which embodies all of the understandings and obligations between the parties hereto.

Credit line must read: 'Copyright © Brandon Cole' or 'www.brandoncole.com'

**Rights to reproduction of photographs are granted only upon receipt of payment of invoice in full.** Any use prior to such payment may be considered an infringement of copyright. Rights granted are only one-time, non-exclusive US editorial print (on paper) reproduction rights unless otherwise indicated in writing. *Electronic or digital use rights are not automatically conferred by print use licensing.* Advertising, promotion, internet, web, PDF, CDRom, DVD, e-book, archiving, sharing, and any other electronic, digital or printed use is prohibited. No republication or reprint rights granted. Distribution to and use by third parties is prohibited. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee to be negotiated in good faith by both parties.

Please check count and acknowledge by returning one signed copy of delivery memo. Count shall be deemed accurate and quality deemed satisfactory for reproduction if said copy is not immediately received by return mail with all exceptions duly noted.

**Acknowledged and accepted:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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delivery\_memo\_brandon\_cole

## Terms and Conditions:

The terms and conditions of this delivery memo, and when applicable the accompanying invoice, represent the entire agreement between the parties.

Credit line must read: 'Copyright © Brandon Cole' or 'www.brandoncole.com'

Rights to reproduction of photographs are granted only upon receipt by Cole of payment of invoice in full. Any use prior to such payment is unauthorized and may be considered an infringement of copyright. Rights granted are only one-time, non-exclusive, US, editorial print (on paper) reproduction rights unless otherwise specifically authorized in writing on our invoice.

*Electronic or digital use rights are not automatically conferred by a print use licensing.* Advertising, promotion, internet, web, PDF, CDROM, DVD, e-book, archiving, sharing, and any other electronic, digital or printed use is prohibited unless specifically authorized in writing on our invoice. No republication or reprint rights are granted. Distribution to and use by third parties is prohibited. Additional use of any kind whatsoever, in any media or by any means of distribution, requires an additional licensing fee to be negotiated in good faith by both parties.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, CDs, or otherwise. "Client" refers to the commissioning party or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, messengers, and freelance researchers.
- 2) Unless otherwise indicated in writing, after 60 days the following holding fees may be charged until return: \$5.00 per week per CD, DVD, or Zip disk.
- 3) This submission is for examination only. Photographs may not be reproduced, published, copied, projected, or used in any way without (a) express written permission on Photographer's invoice stating the rights granted and the terms thereof and (b) receipt of payment of said invoice in full. Client agrees that reasonable and stipulated fee for any usage not specifically authorized in Photographer's invoice, or any usage prior to Photographer's receipt of payment in full, or omission of correct credit line, shall be three times Photographer's normal usage fee.
- 4) Reimbursement by Client for loss or damage shall be determined by the value of the Photographs, which Client agrees shall not be less than a reasonable minimum of Twenty Five Dollars (\$25.00) for each CD, DVD, or Zip disk. Client and Photographer agree that said amounts represent the fair and reasonable value of each item for the purpose of liquidation, and that Photographer would not sell all reproduction rights to such item for less than that amount.
- 5) Permission to scan or digitize Photographs is granted for pre-press purposes only, provided the digitized versions are stored only as long as work on the project is in progress. When the project is complete all digitized versions of the Photographs must be destroyed (erased from all computers, hard drives, servers, or any other storage media, as well as databases, archives, etc.) or returned to Photographer (if Photographs were originally supplied on CD-Rom or other storage media). Any scans or digital files made of the Photographs become and remain the exclusive property of the Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership of or copyright in Photographs transferred to Client.
- 6) This submission is conditioned on the return of all delivered Photographs safely, undamaged, unaltered, and in the condition delivered. Client assumes all risk for all Photographs supplied by Photographer from time of receipt by Client to time of actual receipt of Photographs by Photographer. Client assumes insurer's liability, not bailee's, for such return prepaid and fully insured by bonded messenger, air freight, or registered mail. Federal Express is the recommended delivery agent in all cases. Client assumes insurer's liability to indemnify Photographer for all loss, damages, or misuse of Photographs. Client assumes full liability for its representatives, employees, agents, affiliates, assigns, heirs, successors, messengers, and freelance researchers for any loss, damage, or misuse of Photographs.
- 7) Photographer's copyright notice- 'Copyright © Brandon Cole' or 'www.brandoncole.com' must accompany each use as an adjacent credit line. Invoice amount shall be tripled if said credit line is not provided. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- 8) This agreement binds and inures to the benefit of Photographer, Client, Client's principals, employees, agents, and affiliates and their respective heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. This agreement incorporates by reference Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.
- 9) Any dispute in connection with this delivery memo including its validity, interpretation, performance, or breach shall be arbitrated in Spokane, Washington pursuant to the rules of the American Arbitration Association and the laws of Washington. Judgement on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1500.00 or less may be submitted, without arbitration, to any Court having jurisdiction thereof. Client shall pay all arbitration and Court costs, reasonable attorney's fees, plus legal interest on any award or judgement.
- 10) Client agrees that the above terms are made pursuant to Articles 2 and 3 of the Uniform Commercial Code and agrees to be bound by the same, including specifically the above clause 9 to arbitrate disputes.
- 11) Client will indemnify and defend Photographer against all claims, liabilities, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of any use of any Photographs for which no release was furnished by Photographer, or any photographs which are altered by Client. Unless so furnished, no release exists.
- 12) In the event of non-payment or other breach of this agreement by Client, Client shall pay all of Photographer's costs and expenses incurred in connection with enforcement of the terms and conditions of this agreement, including Photographer's reasonable attorney's fees.
- 13) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. Client may not reprint or offer reprints of Photographs, or sell or license Photographs to any third party.
- 14) Objection to the above terms must be made in writing within ten (10) days of this delivery memo's receipt. No alterations may be made to this agreement without the express written consent of Photographer.
- 15) Holding the Photographs for more than 48 hours, or use of the Photographs in any way, constitutes acceptance of this agreement and its terms and conditions which incorporate hereby Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.