

Brandon Cole *marine photography*

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Invoice Memo

TO:

DATE:

P.O #

Ordered by:

Description of photographs and usage

Photo code:	Description:	Use/Size:	Fee:
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TERMS OF LICENSE- Upon receipt of payment in full of \$ ----- USD, Cole licenses ----- one-time, non-exclusive editorial serial print (on paper) reproduction rights to publish photo ----- once in one printed (on paper) version/edition only of ----- published by -----, date----- . Photo to be reproduced ----- . Print run: ----- copies. Distribution: North American only. Languages: English only. All other rights reserved. Photo credit "Photo © www.brandoncole.com" to be included. Electronic or digital use rights are not automatically conferred by this print use licensing. Advertising, promotion, internet, web, PDF, CD-Rom, DVD, e-book, archiving, sharing, and any other electronic, digital or printed use is prohibited. 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- Please call us.

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SUBTOTAL: \$

Research Fee: \$

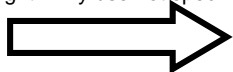
Other (): \$

TOTAL DUE: \$

Thank you-

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

Usage and Rights: Rights to reproduction of photographs are granted only upon Cole's receipt of payment of invoice in full. Any use prior to such payment may be considered an infringement of copyright. Any use not specifically granted in this license constitutes copyright infringement.



Please make check payable to: Brandon Cole
Federal Tax ID#: 83-0383262

Terms and Conditions:

Both parties agree that the following terms and conditions embody all of the understandings and obligations between the parties hereto.

- 1) "Photographer" refers to Brandon D. Cole. "Photographs" means all photographic material furnished by Photographer, whether transparencies, digital files, scans, or otherwise. "Client" refers to the commissioning party, recipient of Photographs, or company named above and including, but not limited to, its representatives, employees, agents, affiliates, assigns, heirs, successors, and freelance researchers.
- 2) Except as otherwise specifically provided herein, all Photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on terms to be negotiated. Unless otherwise expressly provided herein, any grant of rights is limited to one (1) year from the date hereof for the territory of the United States and such rights are one-time, non-exclusive, English language only, USA editorial print (on paper) reproduction rights only.
- 3) Time is of the essence for receipt of payment and return of photographs. No rights are granted until Cole's receipt of payment of this invoice in full. Payment is required within thirty (30) days of invoice. Five (5) % per month service charge on unpaid balance is applied thereafter. Adjustment of terms must be requested within ten (10) days of invoice receipt.
- 4) Reimbursement by Client for loss or damage shall be in the amount of One Thousand Five Hundred Dollars (\$1500.00) for each original transparency, One Hundred Dollars (\$100.00) for each 70mm repro dupe, Twenty Five Dollars (\$25.00) for each 35mm dupe, and \$10 for each CD-Rom. Client and Photographer agree that said liquidated damage amount represents the fair and reasonable value of each item.
- 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 either be destroyed or returned to the Photographer. Any scans or digital files made of the Photographs become and remain the property of the Photographer. Photographer retains full and legal ownership and copyright of all Photographs at all times. At no time is ownership or copyright in Photographs transferred to Client.
- 6) This submission is conditioned on the return of all delivered items safely, undamaged, and in the condition delivered. Client assumes all risk for all photographic material supplied by Photographer from time of receipt by to time of actual receipt by Client 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 any photographs. Client assumes full liability for its employees, agents, assigns, messengers, and freelance researchers for any loss, damage, or misuse of these images.
- 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) Client may not assign or transfer this agreement, or any rights granted hereunder, to any third party. 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. Client may not reprint Photographs, or sell or license Photographs to any third party.
- 9) Any dispute in connection with this stock picture invoice 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, liability, 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) Objection to the above terms must be made in writing within ten (10) days of this memo's receipt. Holding Photographs for more than 48 hours, or use of Photographs in any way, including publication, or payment of this invoice, constitutes acceptance of the above terms which incorporates hereby Articles 2 and 3 of the Uniform Commercial Code and the Copyright Act of 1976 as amended.
- 13) Client shall provide at least two free copies of uses appearing in print and a semi-annual statement of sales and subsidiary uses for photographs appearing in books.
- 14) All payments must be made by: 1) A check drawn on a U.S. bank; 2) Wire transfer; or 3) A money order in U.S. \$. For payments made by check drawn on a bank outside the USA, add \$40 U.S. surcharge to cover bank currency conversion charges. For wire transfers, add \$25 U.S. to cover bank service charges.

