

ERIC VON LOCKHART PHOTOGRAPHY

STANDARD BOOKING TERMS AND CONDITIONS

1. Definitions.

"The Photographer" is Eric von Lockhart. "The Client" is any person, body of persons, firm, or Company with whom the Photographer enters into a contract for the sale of goods or provision of services by the Photographer.

2. Acceptance of Terms and Conditions.

All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Photographer and all or any of its Clients.

3. Copyright and Ownership

- a. In accordance with the United States Copyright Laws, the copyright of all images created by the Photographer is owned by the Photographer. Unless the Photographer gives written authorization, the Client is forbidden by law to copy any images created by the photographer and agrees that all photographic reprints, digital duplications or copies of any type made from images created by the Photographer, shall only be carried out by the Photographer. The license to reproduce such images is granted to the Client under the understanding that all invoices are paid within the Photographer's stated payment terms.
- b. Reproduction rights (if and when granted) are strictly limited to the use specified on the Photographer's invoice and/or quotation. An agreement must be reached with the Photographer before the pictures are used for a different purpose or after the license to use has expired. The Photographer reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the Photographers invoice and/or quotation.
- c. If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed upon by both parties. The transfer of copyright will only become applicable after this payment has been made in full.
- d. In instances where the Client requests copies from media that they have supplied, all work is undertaken on the assumption that the Client has obtained written permission from the legal copyright holder for copies to be made. The Photographer may contact the copyright holder of the said image to confirm that authorization to copy the image has been given. The Client agrees to fully indemnify the Photographer in respect of any claims or damages or any costs arising in respect of claims for copyright violation made by a third party.
- e. All original negatives, transparencies and digital files created by the Photographer remain the property of the Photographer. The Photographer will ensure that all such materials are stored safely for the Client and make them available for future reproduction in return for the relevant fee.
- f. The Photographer reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes.

4. Booking

- a. Booking Days: The Photographer may be booked by the Day (eight (8) hours), Half-Day (four (4) hours), or the Hour. The minimum hourly booking is two (2) hours.
- b. Confirmed Bookings: All day bookings are computed at eight (8) working hours. Before 8:00 AM and after 6:00 PM or after eight (8) consecutive working hours, time and a half will be charged. After ten

(10) consecutive working hours, double time will be charged, unless arrangements have been made in advance. Sunday and legal holidays are billed at time and a half.

- c. Preparation & Wrap Time: Preparation time is billed at full day rate.
- d. Travel Time: Travel time is computed at Half-Day rate if booking time is less than a half-day and travel time exceeds thirty (30) minutes or thirty (30) miles. For out-of-town locations, travel time to and from bookings is charged at half the day rate.

5. Cancellation Fees / Overruns

- a. Cancellations: Cancellations forty-eight (48) hours (two (2) working days) in advance will be charged as Half-Day. Twenty-four (24) hours (one working day) in advance will be charged a Full Day Fee. Cancellations of trips, or full week confirmed bookings must be made one week prior to the booking, otherwise a full fee will be charged.
- b. Weather Permit: Type of weather must be specified. A same day cancellation will be charged as a Full Day Fee. Cancellations twenty-four (24) hours in advance will be charged as a Half-Day.
- c. In such instances, the Photographer may charge in full for his expenses (e.g. including but not limited to; hire of specialist equipment, props, model fees etc), that he may have incurred prior or during the assignment taking place.
- d. **Overrun:** The photographer may make additional charges should an assignment overrun which is beyond the control of the Photographer (e.g. including but not limited to, the Client requesting additional photographs over and above the Client's original brief etc).

6. Payment Terms

- a. For all non-account Clients, payment for all products and services provided by the Photographer must be made upon completion of the assignment.
- b. For authorized account holders, payment of the Photographer's invoice must be made within 30 days of the date of that invoice. The Photographer reserves the right to withdraw account facilities and services without notice should the Client fail to pay the Photographer's invoice(s) within 30 days.
- c. The photographer reserves the right to charge interest on all overdue invoices at a rate of 3% per month above Citibank's unsecured overdraft rate until the said invoices have been paid in full.

7. Retention of Title

The Photographer reserves the right to retain all of the Client's materials in his posshoot until all monies owed to the Photographer have been paid in full. Furthermore, the license to reproduce images created by the Photographer will also be revoked until payment has been made.

8. Fees and Expenses

- a. All prices quoted to the Client apply only to the original job description and specifications given to the Photographer by the Client. The Photographer reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, the Photographer shall endeavor to provide an indication of what these additional charges will be.
- b. **Studio 1 NYC, Inc. Artist Agency Fees:** For certain assignments, a twenty percent (20%) agency fee may apply. Applicable fees will be confirmed in writing in advance.
- c. **Studio 1 NYC, Inc. Studio Rental Fees:** A Studio Rental Fee may apply. Weekday fee ranges from \$300-\$500 for 10 hours during 8:00 AM – 6:00 PM. Overtime, night, weekend and holiday rates also apply. Visit www.studio1nyc.com for specific rates. Studio availability and applicable rental fees will

be confirmed in advance.

8. Representation

The Client shall ensure that there is an authorized representative present at the assignment to ensure the validity of the Photographer's interpretation of the Client's brief. In the event of no Client representation, the Photographer's interpretation of the brief shall be deemed as correct.

9. Sizes and Color Matching

While every effort is made to meet the Client's requirements, all sizes quoted by the Photographer are approximate. The Client must inform the Photographer on occasions where accurate sizing is critical. Due to limitations of materials and processes, it is not possible to guarantee 100% color matching. However, the Photographer will endeavor to provide the closest possible match.

10. Delivery Shortages / Loss and Damage in Transit

Claims for damage, non-delivery or shortages will not be considered unless notified in writing within seven days of delivery.

- a. The Photographer will make reasonable endeavors to ensure that items delivered by a third party are suitably packaged for transit. The Photographer cannot accept liability for loss or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover. Upon written request, the Photographer will provide suitable loss/damage cover for an additional charge.
- b. Clients who choose to have items returned to them without loss/damage cover do so at their own risk.

11. Confidentiality

The Photographer acknowledges that in the performances of the services, he may receive information from the Client which is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.

12. Conduct

The Client shall be responsible for the behavior of any persons accompanying them to an assignment. The Photographer reserves the right to terminate any assignment without notice if he deems the Client's behavior to be unruly or unsafe. In such instances, the Photographer reserves the right to charge his full fees and expenses as described in clause 4 of these Terms and Conditions. The Client will fully reimburse the Photographer or his agents for any loss/damage they cause to property or equipment.

13. Liability

The Client agrees that in all dealings with the Photographer, the Photographer's liability will be limited to the following sums:

Public Liability: Limit of Indemnity - \$100,000.00

Professional Indemnity: Limit of Indemnity - \$100,000.00

14. Delivery of Products and Services

The supply of products and services are provided by the Photographer on a best endeavors basis. The Photographer will not be liable for delays that are beyond his reasonable control. The Photographer shall use reasonable endeavors to meet agreed deadlines where applicable. The Photographer shall not be liable for any delays in meeting any of his obligations which were due to causes beyond his reasonable control, including but not limited to; postage/courier/lab delays, war/acts of terrorism, riots, government legislation, industrial action, adverse weather conditions, acts of God, floods, fire, loss or damage in transit etc.

15. Prices & Terms

- a. All prices shown within the Photographer's price list are subject to change without prior notice.
- b. The Photographer reserves the right to amend these Terms and Conditions without prior notice.

16. Rush Services

The Photographer reserves the right to make an additional charge should the Client request a rush service. This service is subject to availability and cannot be guaranteed.

17. Images/Data Supplied in Electronic Format

For all images/data supplied to the Client in electronic format (including but not limited to electronic mail, CD's/DVD's etc), The Photographer will endeavor to ensure that the data sent is not corrupt and is virus-free by scanning the data with McAfee Antivirus software before delivery. The Photographer cannot be held responsible for any damage, disruption and/or loss of any kind that the said media may cause to the Clients computer or data. The Client agrees to take similar steps to ensure that data sent to the Photographer is not corrupt and/or virus-free.

18. Law

This Agreement shall be subject to and constructed according to the laws of New York State, United States of America.