

Patrick Temmel

– photography –

1. AGREEMENT

This agreement between the undersigned photographer (hereafter “Photographer”) and the undersigned client, (hereafter “Client”) governs the assignment described in the accompanying cost estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

2. ESTIMATES

The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. The expenses are estimated in good faith. Actual expenses, which may be greater or less, will be invoiced.

3. PAYMENTS

Client shall make payment within 5 days of invoice. Late payments will be billed a € 20.00/month handling fee and 1.5%/month interest. When the estimated expenses exceed € 1.000.00, the client will pay them in advance of the shoot. Please make checks payable to Patrick Temmel real estate photography.

4. COPYRIGHT

Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights not expressly granted shall be reserved by the Photographer. Modification of Photograph(s) and/or incorporation of Photograph(s) in any layout or concept shall not constitute a Joint Work (that is, when two or more parties prepare a work with the intent to combine their contributions into inseparable or interdependent parts).

5. ADDITIONAL USAGE

If Client wishes to make a additional use of the photographs not covered in the initial agreement, Client shall obtain permission from the Photographer and pay an additional fee to be agreed upon.

6. CANCELLATIONS & POSTPONEMENTS

In the event of a cancellation or postponement of a shoot by the Client or subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is canceled within 24 hours of departure for the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job.

7. CLIENT REPRESENTATION

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

8. INDEMNIFICATION

Client hereby indemnifies and holds the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work. The Photographer similarly indemnifies and holds Client harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Photographer's negligence.

9. AUTHORSHIP CREDIT

A credit in the name of Patrick Temmel real estate photography shall accompany this photograph whenever practical.

10. TEAR SHEETS

Client will provide Photographer with a printed copy or PDF of any publication his Photographs appear in.

11. TURN AROUND TIME

Normal schedule for web photo gallery or processed files is 48 hours plus any retouching. There will be a 50% additional charge for 24 hour service, and 100% additional charge for same day service, plus retouching time.

12. RETOUCHING

Reproduction files include basic clean-up (color correction, toning, spotting, simple blemishes removed) in the file charge. Any additional retouching requested by the Client will be billed at € 200.00 per hour.

13. EXPIRATION

Estimates are valid for 30 days unless signed by both parties.