

Photographic Services Contract

No. _____ Date _____

Concluded between Photo Net 2001 srl, represented by Dana GROZESCU, hereafter referred to as the PHOTOGRAPHER and: _____ represented by _____ hereafter referred to as the CLIENT.

The CLIENT agrees to contract the services of the PHOTOGRAPHER according to the following terms:

The CLIENT will obtain the patrimonial rights as described in the Romanian Law no.8/1996 after the full payment agreed as calculated below.

A) Production:*

55 € / hour* x _____ = _____ €	or 275 € / day** x _____ = _____ €
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* Min. of 2 hours. Includes: Photographer, equipment, Internet, delivery, transport within Bucharest.

** 1 day = max. 8 hours. Overtime will be billed by the hour as above.

** Assignments which involve trips longer than 60 km or aerial photography will be invoiced by day, not by the hour.

B) Digital files: resolution and format will be agreed prior to the shooting

Tiff RGB ~ 3872 x 2592 pixels = 10 megapixels	4 € x _____ = _____ €
Jpeg RGB ~ 3872 x 2592 pixels = 10 megapixels	2 € x _____ = _____ €
Jpeg RGB ~ 3000 x 2000 pixels = 6 megapixels	1 € x _____ = _____ €

C) Miscellaneous - transport (25 € / 100 km), accommodation, others: _____ €

Total = A + B + C:

Total: _____ € + VAT = Grand Total: _____ €
LEI (RON): rate = _____ Grand Total: (VATincluded): _____ Lei

Optional – Events packages: include the images in jpeg RGB format at 10 megapixels:

2 hours + 50 images = 150 € + VAT= 3.0 € / image	Using the packages eliminates the need for the proofs and choosing the images by the client, allowing a maximum operativity and a better final price.
3 hours + 100 images = 250 € + VAT= 2.5 € / image	
4 hours + 150 images = 350 € + VAT= 2.3 € / image	
1 day + 250 images = 500 € + VAT= 2.0 € / image	
LEI (RON): rate = _____ Grand Total: (VATincluded): _____ Lei	

Workflow: in max. 48 hours after the shooting, the proofs will be posted on the Internet in a location like www.RaduGrozescu.com/client/..... The location can be protected with a password on request.

The CLIENT will order the images and will make the payment. Upon receipt of payment, the PHOTOGRAPHER will deliver the ordered images on CD(s) or DVD(s). The images will be available for delivery in maximum two working days after receiving the payment.

The terms and conditions on the next page are part of this Contract.

1. In special cases, we can deliver the images in a very short time but their usage before the full payment may be considered a breach of the Romanian Law no.8/1996 (the copyright law).
2. The final order will be done in maximum of two weeks from the proofs posting. The images which remain un-ordered by the CLIENT will be considered refused and may be deleted by the PHOTOGRAPHER.
3. Payment will be made in RON at the day's exchange rate. No rights over the images are transferred to the CLIENT until the full payment is received by the PHOTOGRAPHER.
4. The prices are valid for Corporate and Editorial work: annual reports, brochures, catalogues, PR, magazines and include Internet use. For Advertising a supplementary fee of 500 Euro + VAT will apply.
5. The CLIENT is responsible for getting any approvals or permits needed for all the locations that might be used for photography and releases from all the people which will be photographed.
6. The CLIENT will have a representative during the shooting which will supervise the images taken, otherwise the images will be considered of an acceptable quality.
7. If the CLIENT asks for extra time for the assignment and the PHOTOGRAPHER's schedule allows, the job's price will be recalculated according to "A". If the job can't be done at the date/time specified because of the CLIENT, it can be re-scheduled according to the PHOTOGRAPHER's schedule.
8. Because of a high variation of the output quality between labs and other service providers, the PHOTOGRAPHER can not guarantee at all the quality of the photographs printed later by the CLIENT from the digital files, but can provide at anytime, for a fee, quality printed photographs in the usual formats.
9. To offer an insurance against a lost or damaged CD or DVD by the CLIENT, the PHOTOGRAPHER archives in jpeg RGB format all the images ordered and delivered to the CLIENT, but due to the limited media lifespan, can not guarantee the availability of the images for an unlimited amount of time.
10. If the images covered under this contract will be reproduced in any way, the CLIENT agrees to mention the PHOTOGRAPHER's name as: **Photo: www.DanaGrozescu.com**
If the CLIENT does not agree, a supplementary amount of 50 % of the job's price will be added to the invoice.
11. The PHOTOGRAPHER reserves the right to use some of the images covered under this contract for self promotion purposes only, including in the portfolio and his Internet sites. If the CLIENT does not agree, a supplementary amount of 50 % of the job's price will be added to the invoice.
12. In the unlikely event the PHOTOGRAPHER fails to provide the images described in this Contract, the PHOTOGRAPHER is liable to the CLIENT only for the amount paid by the CLIENT with no consideration for additional fees or expenses already paid by the PHOTOGRAPHER.
13. The present CONTRACT will be rightfully completed under the Romanian Copyright law No 8/1996.

PHOTOGRAPHER,

CLIENT,