

Wayne E. Chinnock  
Photography Co.  
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Somerville, MA. 02144  
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immediate: wecphotos@gmail.com  
WECPhotos.com  
Fed Id: 06-1809226

Clients:

The fees for Commercial Product Photography work are \$350 for the first hour and \$250 per hour thereafter. These fees includes all travel (unless the distance is greater than 30 miles from our office), the use of top of the line Digital Photography equipment, all initial post-production work on images, in addition to the clients receiving full ownership of the images for office and advertising use. DVDs of images shall be sent to you after post-production work has been finished.

Wayne E. Chinnock Photography Co. reserves the right not to create images for the clients if he does not receive a signed contract with deposit before the date of the shoot. Wayne E. Chinnock Photography Co. reserves the right to use and reuse images from this event, publish and republish any images created from this event for advertising, self-promotion, sales, etc. The client(s) has the right to use all photography produced by Wayne E. Chinnock Photography Co. in relation to this contract for promotional purposes such as magazines, brochures, internet advertising, fliers, etc., Direct sales of Wayne E. Chinnock Photography Co.'s images are strictly prohibited under Copyright laws. All direct sales of his images shall be done through him. If any individual or business partner relating to the client(s) mentioned below wishes to purchase photographs, he or she must be directed to Wayne E. Chinnock Photography Co. When using images the client(s) are required to give due credit to Wayne E. Chinnock Photography Co. or Wayne E. Chinnock unless otherwise agree upon in the contract; this pertains to web pages of any kind, pamphlets, flyers, newspapers, annual reports and low-circulation magazines.

Other separate fees may apply for large-circulation magazine usage of images; if publications request images for use, separate fees will apply. The images created from this shoot are specifically for the client's use; all other patrons must contact Wayne E. Chinnock Photography Co. to contract the use of said images.

Payment of the stated fees is expected day of the shoot or upon client receiving the finished image work. A deposit of \$150 is generally required to set the shoot date and time. The deposit is non-refundable unless Wayne E. Chinnock Photography Co. is not able to meet the scheduled appointment and or both Wayne E. Chinnock and the clients decide on an alternative time for the photo session.

By signing this contract the clients agree to review Wayne's services after they have received their images. Wayne Chinnock will supply the clients with a simple testimonial questionnaire to respond to.

Thank you again for choosing me to create images for you. Please contact me with any questions, further information or concerns.

With the signing of both copies of this contract by both the clients  
and Wayne E. Chinnock, it is a binding contract.



TERMS

- 1) Reservation of Rights: All rights not expressly granted above are retained by Wayne E. Chinnock Photography Co., including any electronic rights or usage.
- 2) Cancellation Fees: Cancellation ("kill") fees will be equal to the deposit delivered with the contract to retain Wayne's services for the portrait session. Wayne E. Chinnock Photography Co. will retain this fee if the services are cancelled before the date of the sitting. If the photo session is cancelled day-of, there will be an additional \$100 fee applied to cover preparation time, travel incurred, etc. unless another date and time is agreed upon by both parties.
- 3) Credits & Copies: A credit line will be used by the client(s) anytime images are used, such as website use, portfolios, annual reports, pamphlets and advertising and small circulation magazines. Due credit to Wayne E. Chinnock is required under these circumstances. Client agrees to pay an additional \$250 fee for failure to or choice not to include credit line, unless otherwise specified in the contract.
- 4) Payment: Payment is due the day of or when the clients receive the images. The Client's right to use the images is conditioned upon receipt of payment, and upon Client's compliance with the terms of this agreement. A three percent (3%) monthly service charge will be billed against late payment after the clients have received the images.
- 5) Permissions & Releases: The Client agrees to indemnify and hold Wayne E. Chinnock Photography Co. harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- 6) Miscellany: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties. The Client must authorize expenses and revisions in writing. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in Boston, MA under the rules of the American Arbitration Association and the laws of Massachusetts. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Massachusetts and courts of such state shall have exclusive jurisdiction and venue.

Copyright Usage:

Electronic rights only of images and photos created by Wayne E. Chinnock Photography to be used only by the clients Rights to print the images for home and family use. The clients may not sale any of the images. *The clients may not transfer images to future owners of the product, fellow employees or their line or distributors without consent from Wayne E. Chinnock Photography Co.* Mr. Chinnock has full rights to use any and all images created from this portrait session.

Clients: \_\_\_\_\_  
\_\_\_\_\_

Signatures: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Event:

Date:

Time:

Location:

Fees: \$350 first hour, \$250 per hour thereafter

Deposit: \$150

Total Fees: \_\_\_\_\_

Wayne E. Chinnock Photography Co.



Wayne E. Chinnock Photography Co. places great emphasis on being as environmentally aware and responsible as we can be. We recycle over 95% of all incoming paperwork to the office and use 95% + recycled paper products. We also use recycled ink print cartridges for all our non-photo printing. Hard drives and computers are shut down when not in use and we use 100% rechargeable batteries for our cameras and flash units.

We strongly promote the use of public transportation and Wayne rides his motorcycle as often as he can to save fuel and decrease emissions on long trips.

We also promote digital transfer of images to clients and prefer showing digital

portfolios to our clients, especially when it comes to commercial shoots and a plethora of post-production

images. We ask that you print these contractual

materials only if you decide to use our

services. And of-course always

recycle if the opportunity

arises.

Wayne E. Chinnock  
Photogography Co

