

Wayne E. Chinnock
Photography Co.
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Clients:

Thank you again for choosing me to produce graphic design for you. The fee for hourly graphic design is \$55 / hour. This does not include any special transportation needs for the given project, special urgent mailing requirements or special production/ printing expenses. Wayne E. Chinnock Photography Co. will supply its client with the completed digital designs in any client specified format(s). If the client chooses to have proofs or prints provided, these costs will be covered by the client. Wayne E. Chinnock Photography Co. and the client will agree upon a manageable project completion date as a goal date for the design finish. This goal date for completion does not in any way affect the hourly fees applied to the design.

Project Title / Description:

Copyright Usage:

Electronic rights only of images and photos created by Wayne E. Chinnock Photography, for a period of 5 years, to be used only by the clients - pamphlets, flyers, business cards and all other materials created by Wayne E. Chinnock Photography Co. Other rights to be negotiated separately. Wayne E. Chinnock Photography Co. will furnish the client with all final files for the design projects and the client will retain all rights of the final files, unless noted above.

Fee for Rights Granted:

Unless otherwise mentioned, the final fee for the completed project suffices in giving the clients rights to use the completed design(s)



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, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
- 2) Revisions: Revisions may be made only by the Wayne E. Chinnock Photography Co.
- 3) Cancellation & Kill Fees: Cancellation ("kill") fees are due based on the amount of work completed. Fifty percent (50%) of the total fee is due within 30 days of notification that for any reason the job is canceled or postponed by the client before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the design has been completed. Upon cancellation or kill all rights to the art & design revert to Wayne E. Chinnock Photography Co. and all original art must be returned if they were submitted to the clients.
- 4) Credits & Copies: A credit line suitable to the design will be used. Credit lines will only be used for pamphlets, flyers, inserts, etc., not for magazine and publication work. Client agrees to pay an additional \$75 fee for failure to include credit line.
- 5) Payment: Payment for finished work is due at the delivery of the final work, upon acceptance. The Client's right to use the work 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.
- 6) 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.
- 7) 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.

Client: _____ Signature: _____

Address: _____
_____ Date: _____

Fees: \$55 / hour
Deposit: \$ _____

Total Fees: _____

Expected Design Completion Date: _____

Wayne E. Chinnock Photography Co. Designer



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

