



Print Order Form

Name:
Company:
Address:
City: State: Zip:
Telephone:
Email:

PRINT PRICES (For personal use only. Not for reproduction, publication nor resell.)
Wallets: \$1.00 each - Minimum order of set of 8 (\$8.00) of the same image.
Album Print: \$5.00 each
5x7: \$10.00 each
8x10: \$15.00 each
11x14: \$25.00 each
16x20: \$45.00 each

NOTE: All print orders are for personal use only and are subject to the terms and conditions on reverse (Page 2).

Table with 6 columns: Index #, Size, 1st Print/Set Price, Duplicate Prints (# X Price =), Aggregate Totals. Includes example row: e.g.: L50112D001, Album Print, \$5.00, 6 X \$3.00 = \$18.00, \$23.00.

Shipping & Handling (minimum charge: \$5.00)

SUBTOTAL

6% Sales Tax (or 6.5% or 7% according to your county surtax, Florida Clients only)

Make CHECK PAYABLE to WADE CALDWELL for TOTAL: \$

Authorized Client Signature : Date:

TERMS AND CONDITIONS

© Wade Caldwell 2006
ALL RIGHTS RESERVED

- A. Definitions: "Photographer" refers to Wade Caldwell, "Client" refers to the commissioning party or company named on reverse, its representatives, successors, assigns, agents and affiliates.
- B. Payment: **FULL PAYMENT MUST BE RECEIVED BY PHOTOGRAPHER PRIOR TO PUBLICATION. ANY USE PRIOR TO PAYMENT SHALL BE CONSIDERED AN UNAUTHORIZED USE.** Client agrees that reasonable and stipulated amount which shall be paid by Client to photographer for use prior to receipt of payment by Photographer shall be three (3) times Photographer's customary fee for such usage.
- C. Grant of Rights: Grant of reproduction rights hereunder is conditioned upon Client's written acceptance of each term set forth in this agreement, including but not limited to, receipt of payment in full by Photographer and placing of the required copyright notice on each use of Photographer's work. All other rights not expressly licensed to Client in writing remain the exclusive property of Photographer.
- D. Space Rates: All editorial usage is quoted as a minimum against space. Any additional space rate will be billed as such upon publication.
- E. Return of Photographs, Destruction of Digital files & Return of Media: Client assumes all risk for all photographic material supplied by Photographer from time of receipt by Client to time of actual receipt of photographs by Photographer. Client agrees to return all such material in undamaged, unaltered and unretouched condition within thirty (30) days of receipt, or if a License is granted, within three (3) months of receipt by client or by first publication date, whichever is sooner, or such other period as is stated in writing herein. Client agrees to destroy all digital files within one week of reproduction. If the files were sent on digital media, all such material must be returned in undamaged condition within thirty (30) days of receipt.
- F. Film and Digital Media Holding Fees: A holding fee of five dollars & fifty cents (\$5.50) per item per day shall be payable from the return date until time of receipt by Photographer unless otherwise indicated.
- G. Copyright Protection: Client will provide copyright protection by placing proper and legible copyright notice on any use. Proper notice may be "Photo © Wade Caldwell 2006" adjacent to or within the photograph(s), or "Photo by Wade Caldwell" adjacent to or within the photograph(s) where publication is protected by copyright covering entire volume. Client agrees that reasonable and stipulated amount which shall be paid by Client to Photographer for use without accompanying copyright credit for Photographer shall be two (2) times Photographer's customary fee for such usage for Photographer's loss of recognition and undermining of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- H. Indemnity: Client hereby indemnifies and holds Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney(s) fees, arising from Client's use of Photographer's work. Client assumes insurer's liability (a) to indemnify Photographer for all loss, damage, or misuse of any photographs: and (b) to return all photographs prepaid, fully insured, undamaged, by bonded messenger or overnight delivery service.
- I. Loss or Damage: The parties acknowledge that it is difficult if not impossible to determine the exact value of each photograph subject to this agreement because of the duration of copyright protection and its present and potential value. Therefore, the parties have agreed that the reasonable value for loss or damage of each photograph is a sum no less than the amount indicated on the first page of this agreement. Client further acknowledges that its acceptance of this liquidated damage amount is a material consideration for photographer agreeing to deliver to Client the photographs subject to this agreement. In the event that Client infringes on Photographer's copyright in and to the works delivered herewith, then Photographer shall be entitled to obtain immediate injunctive relief to prevent further infringement and that Photographer shall not be required to post a bond to obtain injunctive relief, or if a bond is not waiveable, such bond shall not exceed \$100.00. Photographer shall be entitled to recover the greater of Photographer's actual damages, or statutory damages in a sum not to exceed \$20,000.00, in cases of non-willful infringement. In each instance, Photographer shall be entitled to recover reasonable attorneys' fees incurred and related costs in enforcing Photographer's rights under the United States Copyright Act, and under each federal or ancillary state law under which Photographer is awarded or granted damages.
- J. Alterations: Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without limitation any digitalization or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known. **Where digital files are provided by Photographer, file names must not be changed (except for file type suffixes, e.g.: .tif, .jpg, etc.), and file information/file header/metadata/EXIF/IPTC information may not be changed when client publishes images in digital/electronic form or fee is tripled. Client acknowledges that such a triple fee is fair and reasonable for difficulty presented in photographer's ability to track usage and enforce copyright because of failure of Client to retain file names and embedded file information. Also, Photographer must be given free access to all areas of any website, online archive, or any other online/electronic repository where Photographer's images reside to facilitate such usage tracking. Image size and display characteristics may be adjusted for online display.**
- K. Default: In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Photographer's costs and expenses incurred in connection with enforcement of the terms of this agreement, including Photographer's reasonable attorney's fees.
- L. Releases: Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein.
- M. Copies: Client shall provide to Photographer seven (7) copies of each use of the photographs no later than the date of first publication.
- N. Miscellaneous: Client may not assign or transfer this license. No alterations may be made in any of these provisions without the express written consent of the Photographer.
- O. Reshoots: Client will be charged 100% fee and expenses for any reshoot required by Client. For any reshoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee and Client will pay all expenses. If Photographer charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expense covered by insurance. A list of exclusions from such insurance will be provided on request.
- P. Cancellations and postponements: Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Photographer's fee. If notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100% fee. Weather postponements: Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions on location and 50% fee if postponement occurs before departure to location.
- Q. Governing Law: This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence, in the State of Florida, and the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Florida and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of Florida or the United States District Court for the District of the State of Florida. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgement in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgement, or settlement.

FULL PAYMENT DUE WITHIN TWENTY ONE (21) DAYS or PRIOR TO PUBLICATION WHICH EVER OCCURS FIRST.

Make check payable to:

WADE CALDWELL
390 S.W. 55 Terrace
Fort Lauderdale, FL 33317-3538 USA

(Doc.: POF-L601)