

FLAUNT

1422 Highland Avenue, Los Angeles, CA

CONTRACT FOR PHOTOGRAPHIC SERVICES

James D. DeCamp | Multimedia Photographer
P.O. Box 360403 | Columbus | Ohio | 43236
Studio : (614) 367-6366

AGREEMENT

This contract constitutes an agreement between Flaunt (hereafter “Client”) and James D. DeCamp Photography (hereafter “Photographer”). Any alterations to this agreement must be authorized in writing by both the photographer, and Flaunt.

JOB DESCRIPTION

I am compiling shots for Flaunt.com “Featured Styles” segment and the online fashion magazine is looking for professional and reliable photographers who want to create stunning images- Flaunt is particularly looking for outdoor and urban looks.

If you’re interested this project, it is important to understand few details about the project. These are:

- You will be required to work with 2 models.
- There will be 3 outfits per model, 5 looks for each outfit, which totals 30 looks/images.
- Outfits/Wardrobe will be supplied by us.
- Location, date, and time will be fixed by you.
- We want 30 professionally taken pictures in High Res Digital Copies.
- Delivery date: Sept 10th 2018.
- Compensation: \$2,500 (\$700 upfront and \$1,800 final payment).
- You will hold full image right (Licensor)

USAGE LICENSE

This license is strictly limited to the terms and conditions below, and governed by the Copyright laws of the United States, as specified in Title 17 of the United States Code:

Licensee: Flaunt

Licensor: James D. DeCamp Photography

Delivery Date: Sept 10th 2018

Duration of Rights: 12 months
Exclusivity: Exclusive
Media: Editorial and Online

ESTIMATES

The fee quoted by the client is 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.

DEFINITIONS

“Publicity” use is when the Client submits photographs to an outside publication (whether print or electronic) for editorial use and the Client (our clients) is not paying for that use. “Advertising” use is when the Client (our clients) is paying for the placement of a photograph in whatever media it appears, such as in a Newspaper, magazine, billboard or website. “Collateral” use is when the photographs appear in a publication that the Client produces, such as a magazine, annual report, brochure, pamphlet, poster or website, and whose audience is employees, customers, shareholders, or the general public. “Photograph(s)” are images created as a part of the project as agreed to by the Photographer and Client.

RESPONSIBILITIES

While Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that this is an uncontrolled event and that due to the vagaries of the weather, available light, time restrictions and the willingness of subjects, Photographer may take longer time to deliver the photographs. Photographer takes the utmost care with respect to exposure, transportation and processing the photographs.

Also, Photographer’s responsibilities include but not limited to, coordinating the shoot, selecting location, fixing date for the shoot, safe keeping the outfits, and disbursing models’, Hair stylist, and Make-up Artists’ fee to their manager.

Photographer accepted to pay models, hair and make-up fee from part of the advance payment received from the client. \$4,600.00 will be required by the booking agency prior to the shoot to secure the models and artists, to be paid by the photographer.

PAYMENT

Client shall make advance payment of \$5,300.00 prior to start of work; the advance fee includes Photographer's \$700 upfront and \$4,600 for the talents. Photographer's balance of \$1,500 shall be made within 3 days of confirming final images as agreed in "JOB DESCRIPTION". Checks payable to:

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FILE DELIVERY

Photo shoot shall begin once advance and clothes are received, with final file delivery 10 days from that date. Upon completion of initial photo shoot, "Final delivery" will include 30 image files, including images of each outfit delivered to photographer. Final, high-resolution TIFF, JPG, or PSD files will be delivered upon full payment received.

COPYRIGHT

All of the Photographs created by the Photographer (both moving and still) are their copyright are the sole and exclusive property of the Photographer. Grant of any reproduction rights to the Client is conditional 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.

ADDITIONAL USAGE

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

CANCELLATION, POSTPONEMENTS

In the event of a cancellation or postponement of a shoot by the Client, 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 cancelled 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; if shoot is cancelled within 48 hours of departure for the shoot, Client shall pay 0% of the anticipated photographic fee and 50% of the anticipated fees for any subcontractors booked for the job.

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 Photographers negligence.

LIABILITIES

Photographer assumes no liability (financial or otherwise) for clothes/accessories damaged during shipping. Additionally, photographer is not liable for costs associated with tailoring services required. Photographer is not liable for shooting delays due to wrong sized clothing/accessories. This includes model rebooking costs. Photographer is not liable for weather-related delays. Any unexpected costs due to tailoring, other delays, or requests of the model(s) will be included in the total bill due before file delivery.

AUTHORSHIP CREDIT

A credit in the name of Photographer shall accompany the Photographs whenever practical and shall abide by any format the photographer wishes.

ADDITIONAL RETOUCHING

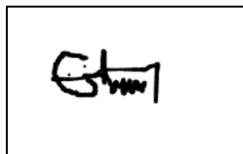
Any additional retouching requested by Client will be quoted on a case-by-case basis.

ALTERATION

Client will not make any alterations to Photographs including but not limited to: color, contrast, additions or subtractions without prior written consent of Photographer.

For FLAUNT

Authorized agent: Ryan Gray



Signature:

Date: 22/08/2018

For James D. DeCamp Photography

Photographer's Name:

Photographer's Signature:

Date: