

MONDE PHOTO
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ALL ASSIGNMENTS AND LICENSES ARE SUBJECT TO THE FOLLOWING AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS

Photographer hereafter refers to: **MONDE PHOTO**

For the purpose of this agreement 'the agency' and 'the advertiser' shall where the context so admits include their respective assignees, sub- licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both 'the Agency' and "the Advertiser" shall be interpreted as references to the Photographer's client.

Photographer shall be considered the sole author of the image(s). The image(s) shall be the Photographer's interpretation, rather than a literal re-creation of any concepts or layouts provided the Photographer by Client or Client's representative.

'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

"Photographer's Fee" includes first use of photographs and is referred to as **Base Usage Rate (BUR)**

2. COPYRIGHT

The Photographer retains the entire copyright in the Photographs at all times throughout the world.

3. OWNERSHIP OF MATERIALS

Title to all photographs remains the property of the Photographer.

4. RIGHTS LICENSED

The Licence shall be for the usage set out in the estimate and subject to the use identified by the client at the time of the commission and shall come into effect from the date of the relevant invoice(s).

The Licence shall come into effect only on full payment of the relevant invoice(s).

Permission to use the photographs for purposes outside the terms of the licence may be granted upon payment of a further fee, which must be mutually agreed before such further use is made, the basis for any such negotiation will start from the Base Usage Rate specified on the estimate.

No rights licensed may be assigned or transferred in any manner without Photographer's prior written consent

7. EXCLUSIVITY

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, the Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his/her work. After the exclusivity period indicated in the Licence to Use the Photographer shall be entitled to use the Photographs for any purposes. On expiry of first initial exclusive period, the client will be offered the first right to extend the licence, upon payment of a further fee.

8. INDEMNITY

Photographer shall not be liable for any legal action, claim or damages resulting from or arising out of the publication of photographs or other use by Client. The Client shall indemnify the Photographer against any claims and/or damages against them, including reasonable counsel fees arising from the Client's use of the Photographs and the Photographer's use of the material or instructions of the client.

9. PAYMENT

The Client shall pay all expenses referred to herein. 50% of the estimate is payable prior to commencement of production. All assignments where total cost estimate exceeds \$30,000 require payment of 100% of the Production Charges and Expenses and 50% of the Fees before commencement. Full payment is required within 30 days of receipt of the relevant invoice.

10. CLIENT APPROVAL

Client is responsible for having it's authorised representative present during all "shooting" phases of the Assignment to approve Photographer's interpretation of the assignment. If no representative is present, Photographer's interpretation shall be accepted. Client shall be bound by all approvals and job changes made by Client's representatives. Unless a rejection fee has been agreed in advance, there is no right of rejection.

11. OVERTIME

In the event any Assignment extends beyond eight (8) consecutive hours in any one day, Photographer will charge overtime for crew members and assistants at the photographer hourly rate.

12. CANCELLATIONS AND POSTPONEMENTS

Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Photographer's fees. If notice of cancellation is given less than two business days before the shoot date, Client will be charged 100% of Photographer's fees. 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.

13. RESHOOTS

The Photographer will charge 100% fees, charges and expenses for any reshoot requested by the Client

14. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties with respect to the subject matter and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.