



Estimate

John David Pittman - Photographer, LLC

217 W 2nd Street, Suite 302
Little Rock, AR 72201
United States
479.461.4611

info@johndavidpittman.com
www.johndavidpittman.com

Amanda Cook

Eric, Rob, & Isaac
amanda@ericrobisaac.com

Estimate Number 1266

Date January 5, 2018

JOB NAME

Eric Rob & Isaac - ASO/OA Rebrand Photography

JOB DESCRIPTION

The attached is a response to your request for an estimate to provide identity branding portraits for approximately 90 doctors and 8-10 group portraits to support the new branding of the Ortho Arkansas and Arkansas Specialty Orthopedics merger.

The identity branding portraits will take place in a studio environment over the course of three days. The group portraits will be scheduled over a two day period. Additional days may be scheduled for an additional fee.

All final images will be selected by an agency representative and the photographer and be delivered in a digital format.

Usage licensing is defined in the attached contract.

Fees

Photographer Identity Portrait Day Rate @ 2,250.00 /day for 3 days	6,750.00
Up to 30 identity portraits in studio per day	
Photographers Group Portrait Day Rate @ 1,500.00 /day for 2 days	3,000.00
	Fees Total 9,750.00

Digital/Processing

1 Digital Proofs @ 100.00 each	100.00
	Digital/Processing Total 100.00

Post Production

1 Post Production @ 1,500.00 each	1,500.00
Color grading, retouching, and delivery	
	Post Production Total 1,500.00

Equipment

1 Camera & Lenses @ 300.00 each	300.00
1 Lighting @ 300.00 each	300.00
	Equipment Total 600.00

Sub Total	11,950.00
Sales Tax (9.5%)	1,135.25
Total (USD)	13,085.25

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: Ortho Arkansas/Arkansas Specialty Orthopedics

Licensor: John David Pittman

Credit:

Date: 2018-02-01

Duration: Perpetual

Quantity: < 100

Exclusivity: Non-Exclusive

Region: Worldwide

Media: Unlimited Media

ESTIMATE TERMS

Estimate is valid for 15 days from the date of issue. Fees and expenses quoted are for the original job description and layouts only, and for the usage specified. Final billing will reflect actual expenses. A purchase order or signed estimate and 50% of the estimate total is due upon booking.

All rights not specifically granted in writing, including copyright, remain the exclusive property of John David Pittman - Photographer, LLC.

TERMS AND CONDITIONS

1. Definitions and terms: This Agreement is by and between John David Pittman (Licensor) and (Client), its heirs, successors and representatives. Licensor is an independent contractor. "Image" refers to the visual, in any form, including as digital information, supplied by Licensor to Client. "Service" refers to the photography, related digital or other post- production services Client is commissioning Licensor to perform. "Written consent" includes email correspondence if receipt of the email correspondence is confirmed. All paragraph captions in the Agreement are for reference only.
2. Payment: Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances as set forth in this Agreement.
3. Rights: Licensor is the sole creator and sole copyright owner of the image(s). Except for rights specifically licensed or transferred elsewhere in this Agreement, Licensor reserves all rights in the image(s) without limitation, and including digital or electronic publishing and use rights in any and all media now existing and yet unknown throughout the world.
4. Licenses: Unless otherwise stated in this Agreement, all licenses are non-exclusive and limited to English language use in the United States of America only. The license lasts for one year from the date of Licensor's invoice. The licensed rights are not transferred until and unless a) Client accepts all terms contained in this agreement, and b) Licensor receives full payment for images and services rendered.
5. Release: Licensor does not warrant that he or she has secured any underlying or third party rights in the image unless Licensor submits a separate release signed by a third party model, property owner, trademark owner or any other owner of any underlying right. If no such release is submitted, no release exists for any underlying rights in any image nor are any such rights secured.
6. Reshoots: Unless otherwise specifically negotiated, Client shall pay 100 percent of Licensor's fees, charges and expenses if Client requests that an image be reshot or a service redone unless such a request is the result of an image being lost or rendered unusable prior to delivery, because of a technical error such as defective materials or damage, or equipment or processing malfunction. In the event of such technical error Licensor will reshoot the image or redo the service at no additional fee, if Client advances and pays all charges, and has paid in full all fees and charges for the original image or service.
7. Assignment: Client shall not assign any of its rights or obligations under this agreement without the written consent of the Licensor. Licensor will not consent to such transfer or assignment unless the assignee or transferee agrees in writing to be bound by all terms of this Agreement.
8. Loss or Damage: Client assumes all risk for loss or damage to any image, regardless of format, supplied by Licensor until Client returns the image to the possession and control of Licensor. If a duplicate image is lost, Client and Licensor agree that the reasonable value of each duplicate is \$500. If an original image is lost or damaged, regardless of cause, Client and Licensor agree that the reasonable value of each original image is \$2500. Client agrees to pay Licensor \$2500 for each lost or damaged original image and Licensor agrees to limit his or her claim to \$2500 without regard to the actual value of the image. An image will be considered an original if no high reproduction quality duplicate exists or in the case of an image or images captured digitally, if no high-resolution duplicate digital file exists.
9. Return of Images: Client assumes all risk for the image(s) as defined in paragraph eight above. Unless otherwise stated on the front of this Agreement or on a related delivery memo, Client shall return the image(s) in its original form within 30 days after the first publication or use of the image, whichever occurs first. Client warrants that it will not retain any digital scans, or any digital

copies of any image after the images are deemed returned, as defined in this paragraph. Client further warrants that it will not change, remove or alter the metadata from the image without Licensor's permission prior to returning the image as defined in this paragraph and that doing so violates the Digital Millennium Copyright Act.

10. Limitation of liability: Client shall indemnify, defend and hold harmless Licensor and Licensor's representatives from any and all claims, liabilities, damages and expenses of any nature, including attorney's fees, investigation costs and court costs arising from or relating to Client's direct or indirect use of the image, or in connection with Licensor's reliance on any representations, instructions, information or materials provided or approved by Client. Licensor shall not be liable for general, consequential, incidental or special damages arising from this agreement, the service rendered, the images or any acts of omission by Licensor regardless of the circumstances of such omissions.

11. Force majeure. Licensor shall not be in default of this agreement if a delay or failure to perform results from an occurrence beyond his or her reasonable control and without his or her fault or gross negligence.

12. Default: Any action to enforce any term of this agreement or any matter arising out of this agreement shall be brought in the state of Licensor's principal place of business. If Licensor prevails in any action brought to enforce the terms of this Agreement, Licensor will be entitled to recover actual attorney's fees, court costs and all other non-reimbursable litigation expenses, such as expert witness fees and investigation costs.

13. Modification, governing law and miscellaneous: This Agreement constitutes the entire understanding and agreement between Licensor and Client regarding the image or service commissioned by Client. This agreement supersedes any and all prior written or verbal representations and agreements between Client and Licensor. No waiver or modification may be made to this Agreement unless in writing and signed by both Client and Licensor. Waiver of any one provision of this Agreement shall not be a deemed to be a waiver of any other provision of this Agreement. The formation, interpretation and performance of this agreement shall be governed by the laws of the state of Licensor's principal place of business, excluding the conflict of law rules of that state.

JOB APPROVAL

Signature _____ Date _____
Signature required before job begins

Signature _____ Date _____
Signature required before job begins