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 Commercial ♦ Corporate ♦ Lifestyle ♦ Fashion ♦ Advertising ♦ Editorial ♦ Beauty ♦ Fine Art

A Division of Chimeric Concepts ♦ 390 S.W. 55 Terrace, Fort Lauderdale, Florida 33317-3538 U.S.A.  
 Phone: 954.581-0024 ♦ Email: wade@wadecaldwellphotography.com

## 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.  
 (Additional copies may be ordered only in sets of 8 of the same image)

**Album Print:** \$5.00 each

(Additional copies of each, ordered at the same time, \$3.00 each; 9 or more, \$2.00 each).

**5x7:** \$10.00 each

(Additional copies of each, ordered at the same time, \$6.00 each; 9 or more, \$4.00 each).

**8x10:** \$15.00 each

(Additional copies of each, ordered at the same time, \$9.00 each; 9 or more, \$7.00 each).

**11x14:** \$25.00 each

(Additional copies of each, ordered at the same time, \$17.00 each; 9 or more, \$12.00 each).

**16x20:** \$45.00 each

(Additional copies of each, ordered at the same time, \$25.00 each; 9 or more, \$20.00 each).

**USAGE:** All print orders are subject to the terms and conditions on reverse, except as modified in writing and/or by associated invoice.

Index #	Size	1st Print/Set Price	+	Duplicate Prints (# X Price =)	=	Aggregate Totals
e.g.: L50112D001	Album Print	\$5.00	+	6 X \$3.00 = \$18.00	=	\$23.00
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	

**Shipping & Handling (minimum charge: \$7.00)** \_\_\_\_\_

*(International orders & weights over 1/2 pound will incur additional shipping charges)*

**SUBTOTAL** \_\_\_\_\_

**Sales Tax** \_\_\_\_\_

**(6%, 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

Copyright © Wade Caldwell 2011, ALL RIGHTS RESERVED

- 1. Definitions:** "Photographer" refers to Wade Caldwell, "Client" refers to the commissioning party or company named on reverse, its representatives, successors, assigns, agents and affiliates.
- 2. Payment:** **FULL PAYMENT MUST BE RECEIVED BY PHOTOGRAPHER WITHIN TWENTY ONE (21) DAYS or PRIOR TO PUBLICATION WHICH EVER OCCURS FIRST. 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. Payment of this or related invoice constitutes acknowledgement of acceptance of these Terms and Conditions.
- 3. Grant of Rights:** Grant of reproduction rights hereunder is conditioned upon Client's written acceptance of each term set forth in this agreement, and as further provided for on reverse, by related invoice or in writing from Photographer, 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 rights not expressly licensed to Client in writing remain the exclusive property of Photographer.**
- 4. Space Rates:** All editorial usage is quoted as a minimum against space. Any additional space rate will be billed as such upon publication.
- 5. 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, or within ten days of end of exclusive License period, 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 or end of contracted online usage. If the files were sent on digital media, all such material must be returned in undamaged condition within thirty (30) days of receipt.
- 6. 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.
- 7. Alterations:** Client will not make or permit any alterations, additions, subtractions or derivative works 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 Metadata (including File Information, File Headers, EXIF, IPTC, XMF, etc.) information may not be changed or stripped** when client publishes or, when authorized, copies 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 metadata/file information. **Undistorted image size and display characteristics may be adjusted to accommodate online display.**
- 8. Archiving:** Photographs are licensed to the client for the uses and duration named on the face of this invoice. Any archiving of the files is licensed for the duration of the contract only. All archives of the file must include: (a) the visible information contained in any "Digital Slide Mount", (text in the frame of an image file), (b) the Copyright, Contact, License and other information contained in the File Information Metadata of the file, and (c) the original filename as delivered by Photographer. Any archiving of the file without this information shall be deemed a violation of the License Agreement and the Digital Millennium Copyright Act.
- 9. Copyright Protection:** Client will provide copyright protection by placing proper and legible copyright notice on any use. Proper notice may be "Photo © Wade Caldwell XXXX" (where XXXX reflects the Year Date) 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.
- 10. Releases:** Photographer is not responsible for obtaining model, property, or other releases or use licenses in connection with any of the photographs licensed herein unless specifically stated by Photographer in writing, and Client agrees to indemnify and hold Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney(s) fees, for lack or limits of the aforementioned, and for uses which exceed the uses allowed pursuant to any releases provided.
- 11. 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.
- 12. Loss, Damage or Copyright Infringement:** 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 Photographer shall not be required to post a bond to obtain injunctive relief, or if a bond is not waivable, 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 additionally 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.
- 13. Audit:** Client hereby gives Photographer complete authorization to audit any usage, and authorizes any publisher, printer, web designer, web publisher or online service provider, advertising agency, designer or design agency, or any other entity which may have any information on the use of any image, product, or service provided to Client by Photographer to release such information to Photographer at Photographer's request. **Photographer must be given unlimited free access to all areas of any website, online archive, or any other online/electronic repository where Photographer's images reside to facilitate usage tracking.**
- 14. 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.
- 15. Copies:** Client shall provide to Photographer seven (7) copies of each use of the photographs no later than the date of first publication.
- 16. 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. Photographer's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. If any provision of these terms shall be determined unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.
- 17. 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.
- 18. 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.
- 19. 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 any court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgment 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  
Phone: 954.581.0024