

presented by the Client (or Agency) and summarized above. The Client (or Agency) is responsible for the presence of an authorized representative at the shoot to approve the Creator's interpretation of the project. If a Client (or Agency) representative is not present, the Creator's interpretation shall be deemed acceptable. Any changes, whether made orally or in writing, may result in additional charges. The expenses are estimated in good faith, and a 10% variance applies to project total. Sales tax is not included in the Estimate. Any applicable sales tax will be added at time of invoice. Client (and/or Agency) hereby indemnifies and holds Creator harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's (or Agency's) use of the Work. Estimates are valid for 15 days.

DEFINITIONS - Image/s, Footage, Video, or Photograph/s (herein "Work"), are any copyrightable materials created as a part of the project as agreed to by Creator and Client (or Agency). "Client" is the licensee of the Work as detailed in the Job Description above. "Editorial" use is when the Client publishes the Work in their own editorial publication, for the purpose of educating and/or conveying news, information or fair comment opinion, which is available for sale to the general public, and which does not seek or accept sponsorship to, or in itself, promote a specific product, person, service or company. "Publicity" use is when the Client submits the Work to an outside editorial publication (whether print or electronic) for Editorial use only, and the Client (or Agency) is not paying for that use or placement. "Advertising" use is when the Client (or Agency) is paying for the placement of the Work on or in whatever media it appears. "Collateral" use is when the Work appears in or on a platform that the Client (or Agency) wholly controls and produces, such as a company web site, annual report, brochure, or social media profile, and is intended to promote a commercial product, service, personality or brand. "Public Display" use is when the Work is shown or displayed in a Client maintained space, open to public viewing (i.e. corporate office, trade show, public event), and the Client (or Agency) is not purchasing Advertising space to allow for the placement of the Work within the media or location it appears. "Private Display" use is when the Work is shown or displayed in a non-commercial, private space, closed to public viewing, and the use of which does not promote a commercial product, service, personality or brand. "Point of Purchase" or "Point of Sale" (herein "POS") use is when the Work is included in a non-paid placement Print or Electronic indoor display for the purpose of promoting a product, service or corporation, within a third party retail space or Client location. "Packaging" use is when the Work is printed or displayed on the packaging for a commercial or retail product. "Unlimited" use includes all Editorial, Publicity, Advertising, Collateral, Public Display, and Packaging uses of the Work, defined herein. "Media" is the medium in which the Work is reproduced, inserted, displayed or placed by the Client (or Agency). "Consumer" use is when the Media in which the Work appears is directed toward and/or available to the general public. "Trade" use is when the Media in which the Work appears is directed toward specific industries, professions, or special interest groups for commercial, promotional or Advertising purposes, and is not available to the general public. "Print" is all printed mediums excluding Packaging, OOH and POS. "Web" is all mediums accessible exclusively via an internet browser or internet-based software. "Electronic" is all digital and Web mediums excluding Broadcast, TV, Packaging, OOH and POS. "Out of Home" (herein OOH) is all paid placement displays viewable to the general public from any public or private space. "Broadcast" is all network and subscription television and radio outlets.

PAYMENT – A 50% Advance retainer is required to initiate production. Client (or Agency, if project is commissioned and agreed to by Agency), shall make payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee and 1.5%/month interest. Applicable sales tax is not included in the Estimate but will be applied to invoice.

COPYRIGHT, LICENSING – All Work created by the Creator and the associated copyright is the sole and exclusive property of the Creator. Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full, from Client (or Agency). All rights not expressly granted in the Job Description above shall be reserved by the Creator. Modification of Work and/or incorporation of Work in any layout or concept shall not constitute a joint work or derivative work. Deliverables not approved for AI use and/or AI training. All Licensing Option/s quoted above are valid for 15 days from Work delivery date. If Client (or Agency) wishes to make any additional uses of the Work not detailed in Project Description or Licensing Option/s above, or after the 15 day Licensing Option/s quote expiration, Client (or Agency) shall obtain permission from the Creator and negotiate an additional fee for that use, which may be greater than any Licensing Option/s originally quoted.

CANCELLATIONS, WEATHER, POSTPONEMENTS - In the event of a cancellation or postponement of a shoot by the Client (or Agency) at any time after shoot confirmation/award, Client (or Agency) shall pay all expenses incurred by the Creator up to the time of cancellation, plus a fee equal to 50% of all Creative and Licensing fees quoted above. If a shoot is canceled within one week of confirmed shoot day, Client or Agency shall pay up to 100% of Creative fees, Licensing fees and Expenses quoted above. If a shoot is postponed due to weather, Client will be responsible for all Expenses incurred on each Weather Day, plus a Creator fee to be agreed upon.

FORCE MAJEURE - Neither Creator, Client or Agency shall be liable for failure of either party's obligations caused by any circumstances beyond reasonable control, including but not limited to acts of God, epidemics, pandemics, floods, riots, fires, civil unrest, acts of war or terrorism, or failure of energy sources.

POST-PRODUCTION/RETOUCHING – Work will be delivered in a timely fashion, within a mutually agreed upon schedule. Any additional retouching requested by the Client (or Agency) beyond the scope of the Estimate above will be quoted on a case-by-case basis.

Agreed and Accepted: _____ Date: _____

Printed Name and Title: _____