



**Payment.** Payment is due within thirty (30) days from the date of the invoice. No rights are granted until payment is received in full. Failure to pay in full will result in a 10% Administrative Fee added for each month account is delinquent. After 3 months, the unpaid balance will be forwarded to a collection agency and possible further legal litigation.

**Client Approval.** Client is responsible for having its authorizing representative present during all shooting and other appropriate phases of the Service(s) to approve McNitt Photography's interpretation of the Service(s). If no representative is present, McNitt Photography's interpretation shall be accepted.

**Modification.** All image modifications (other than cropping and resizing) will remain the sole responsibility of McNitt Photography. Client agrees to pay for any alterations resulting from change requests. Client shall be bound by all approvals and job changes made by Client's representatives.

**Archiving.** Clients should treat the final deliverables carefully and keep a safe copy for the duration of the usage license. McNitt Photography does not warrant the archiving of images past the date of first delivery of final images.

**Cancellations, Delays and Reshoots.** In the event of cancellation by the Client, the Client shall pay all expenses incurred by McNitt Photography and, in addition, shall pay the photographer's estimated fee (100% if cancelled less than 24 hours, 50% if less than 3 days, 0% if more than 3 days). For weather delays involving shooting on location, Client shall pay the full fee if Photographer is on location and fifty (50%) percent of the fee if Photographer has not yet left for the location. If a reshoot is warranted due to an Act of God or circumstances beyond client's control, the Client shall only pay expenses but no fees. McNitt Photography shall be given the first opportunity to perform any reshoot.

**Usage Rights.** Copyright and all digital files remain the property of McNitt Photography. Unless specified to the contrary, printing and online Usage Rights shall be limited to a period of one year from the date of full payment. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of McNitt Photography. This assignment is not a work made for hire. If Client wishes to make any additional uses, Client shall seek permission from McNitt Photography and pay an additional fee to be agreed upon.

**Authorship Credit and Final Use Samples.** Authorship credit showing '© McNitt Photography' will be given whenever an image is published. When online, the image should also include a hyperlink to McNitt Photography's online presence. [www.mcnittphoto.com](http://www.mcnittphoto.com) or [www.instagram.com/mcnittphoto](http://www.instagram.com/mcnittphoto). Client will provide McNitt Photography with two copies of any printed samples for use in a portfolio.

**Releases.** The Client shall indemnify and hold harmless McNitt Photography against any and all claims, costs, and expenses, including attorney's fees, due to uses which exceed the uses allowed pursuant to a release.

**Governing Law and Miscellany.** The terms and conditions of this Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives; this Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize additional fees and expenses orally; a waiver of a breach of any of its provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof; and the relationship between the Client and McNitt Photography shall be governed by the laws in the State of Minnesota.

