



Contractual agreement and terms of usage

1. It is hereby agreed that Michael de Nysschen/MM Photography is recognized and constituted as the author of the commissioned works produced and shall be the *sole owner of the copyright* therein throughout the world, unless otherwise agreed as per licensing options on page two(2) of this document.

For the remainder of this agreement, "Client" refers to the person or organization, its representatives, successors, assignees, agents, and affiliates requesting the provision of photographic services and supply of photographs.

2. Usage rights for commissioning client is unlimited i.e internet usage, brochure print, social media and marketing usage. **Under no circumstances do these usage rights allow for distribution of images to third parties, contractors and/or any other involved parties to be used for marketing or commercial usage, without prior agreement from MM Photography.** Third parties, contractors or other involved parties may purchase individual photos at the indicated rates as indicated under point three(3) under Rates and Tariffs.

2.1 Full disclosure of where these images will be used is required in writing.

2.2 This License for Use is conditioned upon receipt of payment in full by the Photographer within the payment period agreed. Please see license options in this document.

2.3 All rights not expressly granted to the Client remain the exclusive property of the Photographer. The Client may not transfer or assign this License for Use without the express written consent of the Photographer.

2.4 Images commissioned for the shoot require approval by the Client by means of contact sheet or secure online gallery. Should images be rejected without reasonable and true reason, after the shoot, the Client will be liable for the payment of the Invoice based on the final Cost Estimate in full. No license of use will be granted for rejected images in any way. No license usage granted for images if final payments have not been received.

2.5 Where additional expenses are incurred by the Photographer due to changes in the original brief by the Client or by circumstances beyond the Photographer's control, the Client agrees to pay such reasonable expenses and/or fees at the Photographer's normal rates.

2.6 The payment of the deposit and or the commencement of the shoot, signifies the acceptance of this agreement and attached Cost Estimate in its entirety and the adoption of this agreement by the parties.

3. The Client agrees to indemnify and save harmless the Photographer against all liabilities, claims and legal costs arising out of the Client's use of the photographs.

The Photographer retains and is granted the right to use the Photographs in any manner, at any time and in any part of the world for self-promotional, marketing or income purposes. Should these rights be requested to be amended, additional compensation may be requested by MM Photography in line with the licensing permission listed in this document.

In the event of non-payment or other breach of this agreement by the client, the Client shall pay all of the Photographers costs and expenses incurred in enforcement of the terms of this agreement, including the Photographer's attorney's fees and the license of usage shall not exist and be of no force or effect. No variation of the terms of this contract shall be recognized unless agreed in writing by both parties

This agreement shall be governed by the business and copyright laws of the Republic of South Africa as well as international copyright laws.

Shoot information

- A booking fee is payable to confirm and hold a date.
- Booking fees will be 50% of quoted rate unless otherwise agreed.
- Rates do not include stylists, MU artist or interior design services.
- Cancellation of the shoot within 5 days of booked date, will forfeit the booking fee.
- Postponement of the shoot within 3 days of booked date will forfeit booking fees unless a new date can be agreed upon.
- Once confirmation has been given of which photographs you have selected for use, via contact sheet or online gallery, images will be retouched and watermarked. These will then be supplied to you to sign off/request any further editing or changes.
- Once signed off, you will receive final invoice for the balance due. Final images will be made available upon receipt of payment.
- Images can be supplied at two different sizes for web or social media usage. If you require specific sizes please advise me before hand to avoid additional charges.

License options.

MM Photography offers 4 licensing options. Please indicate which of the below you require by means of ticking the box. If left unticked, this contract will be based on Standard License option.

Tick	License option	Notes	% of rate
<input type="checkbox"/>	Standard License	All uses etc. as described above.	Included
<input type="checkbox"/>	Limited use buyout	MMP may not use images for marketing purposes.	100%
<input type="checkbox"/>	Copyright buyout.	Complete buyout of delivered images providing unrestricted use and MMP may not sell or use them in any format in perpetuity.	250%

RATES AND TARRIFS

**** These rates are confidential between you and me and may not be discussed with 3rd parties. Changes to these rates are done at my discretion ****

Portrait session

R 1 250.00

Includes a minimum of 30 images.

Excluded are travel fees outside of a 50km range from Mossel Bay. All accommodation, out-of-pocket, and exceptional expenses are not included. Mileage is charged at current AA rates.

Architectural & Hospitality packages

Full Day rate - R 3 850.00 - Includes 25 images. Additional images are charged at R 175 per photo.

Half-day shoot - R 1 950.00 - Includes 15 images. Additional images are charged at R 175 per photo.

Is that all I get? No, but that is 15 -25 fantastic and usable images that I supply as standard and included. I can supply you with 50 so-so photos, but I am sure you prefer quality over quantity.

Excluded are travel fees outside of a 50km range from Mossel Bay. All accommodation, flights, out-of-pocket, and exceptional expenses are not included. Mileage is charged at current AA rates.

Industrial package

Full day - R 3 850.00

Video and short clips are available to highlight processes, people, and other vital and essential aspects of your business. This will be a customized part of the package.

Excluded are travel fees outside of a 50km range from Mossel Bay. All accommodation, flights, and out-of-pocket and exceptional expenses are not included. Mileage is charged at current AA rates

No alterations or changes to this contract between MM Photography and the Client, will be deemed legal and permissible, without above mentioned being done and agreed upon in writing. If there are financial implications due to alterations or changes, license of usage will only come into effect once full payment is complete.