



STUDIO Q
PHOTOGRAPHY

303.442.1889
Boulder, Colorado

STUDIOQPHOTO.COM
@studioQphotoBoulder

DESIGN BUSINESS PHOTOGRAPHY

Professional Design-Build Photography

Fee Schedule * Usage Rights * Terms Information

Mark Quentin at *StudioQPhoto.com* specializes in imagery for architects, craftsman & design professionals for their business channel marketing, media & communications. Over 20 years experience creating professional quality photographs with state of the art equipment for national and regional clients. Offering his clients excellent customer service paired with high quality color-precise image production, trustworthy business practices and a fully maintained business insurance liability policy. Equally comfortable photographing residential or commercial properties, Mark handles each project with professionalism & a creative vision while providing a solid value.

* Call 303- 442-1889 or email Mark@studioQphoto.com to schedule your project today! *

Architecture • Interior Design • Décor • Renovation • Redevelopment • Construction

Production Costs & Creative Fees

Colorado Regional Service Commercial & Residential

- Design & Construction Portfolio
- Advertising & Marketing
- Editorial Publications
- Website Images
- Award Competitions
- Luxury Real Estate
- Process & Progress Documentation
- Business Image Media for
 - ◆ Bid & Proposal Documents
 - ◆ Corporate Communications
 - ◆ Public Relations
 - ◆ Social Media Content Marketing

Portfolio Imagery Premium Quality + Premium License

Use for Business Marketing & Branding, Publication, Communications & Reproduction

"Artistically Rendered Reality"

Featuring:

- Scouting Photography for Shot List Development
- Professional Architectural Perspective Control Lenses
- Angle Specific Intricate Lighting Design
- Live-Proofing Image Production
- Detailed Scene Styling & Recovery
- Analytical 45 Minute average Shot Production
- Accurate Xrite ColorChecker® Workflow
- In-house Digital Photo Mastering with Preview
- Dynamic Multi-Exposure Layering & Pixel Level Optimization
- Meticulous Retouching & Color Balancing
- 'Ready to Use' Multiple Format Image Files
- Online Cloud Delivery
- Careful & Considerate Site Presence

Quantity * Cost
~ per finished image

1-5	\$240
6-10	\$220
11-15	\$210
16+	\$200

Special Portfolio Imagery \$395 each
Twilight Time lapse composite
photos such as dawn or dusk shots

*Production minimums apply

Documentation Images Good Quality + Web Media License

Use for Scouting, Simple Detail Views, Lifestyle & Visual Records

- Same image capture tools & techniques
- Ambient light + simple fill flash
- 5 Minute average Shot Production
- Color Accurate Workflow
- As-Is Styling
- Basic image processing with single-exposure optimization
- Limited Retouching

Quantity * Cost
~ per finished image

1-15	\$75
16 +	\$65

*Production minimums apply

Expenses

Scouting the Site for Angle Selections*.....	\$ 75 per hour
Custom retouching by request	\$ 90 per hour
Photo proof PDF	\$ 15 each
Image Discs	\$ 15 each
Electronic Image Delivery	\$ 10 per data transfer
Archival Image Retrieval Fee	\$ 50 per event
Shipping & Handling	\$ Market rate
Applicable Usage License Tax.....	\$ 3.86%

*Free with production values over \$1000

Archival Lab Prints

Fuji Frontier printer • Lustre surface	
5x7	\$ 10
8x10	\$ 15
11x14	\$ 25
12x18	\$ 30

Custom Enlargements

LightJet printer • Fuji Crystal Archive paper
(luster, matte, & glossy finishes available)
The LightJet can create prints of any size up
to 50 x 120" without tiling and with tiling,
can create prints of any size.
Quotes prepared upon request.

Usage Rights ♦ Image License

Granted with Design-Build Assignments

Portfolio image fees above include non-exclusive rights in the following categories:

- **Business Communications:** Portfolio, A/V Presentation, TradeShow Display, Newsletter, Wall decor
- **Colorado Editorial:** Journalistic Publication in magazine & newspapers for in-state circulation
- **Print Advertising:** Use in any print advertising in a magazine, newspaper, or directory
- **Public Relations:** Corporate Promotion, Press Kits, Design Competitions
- **Trade Collateral:** Brochures, Direct Mail Campaigns, Leave-behinds
- **Electronic:** Client Home Web Site & Social Media*with the condition that there is an adjacent credit link to www.StudioQphoto.com.

Documentation image fees above include non-exclusive rights in the following category:

- **Electronic:** Client Home Web Site & Social Media*with the condition that there is an adjacent Additional Usage Rights extra credit link to www.StudioQphoto.com.

*Mark Quentin/StudioQphoto maintains all copyright and licensing rights; any additional usage beyond that described above, including but not limited to National Editorial and Advertising use, may be arranged but must be negotiated prior to reproduction. Client may not assign or transfer this agreement or any rights to any third party. An adjacent photo credit must accompany each and every use.
© Mark Quentin/StudioQphoto.com

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3635 Hazelwood Court
Boulder, Colorado 80304

PHOTOGRAPHY SERVICE AGREEMENT

As of _____, 2019, _____, hereafter referred to as Client, enters into the following agreement with Mark Quentin / Studio Q Photography LLC, hereafter referred to as Photographer. The agreement constitutes the entire agreement between both parties and will apply to all future transactions.

A. Commission

Client agrees to pay Photographer the Creative Fees listed 'per image' on the front page of this contract or specific client estimate, for the creation of all digital photographic images and prints, hereafter referred to as Photographs, that Client commissions the Photographer to create. Creative Fees that are priced 'per image' will include the production and processing of each digital image delivered to Client where the 'per image' price is based on quantity of images being commissioned.

Further, commissions in this contract can be described as *Commercial* (when Photographs are intended to be used for any advertising, product, political campaign, newsletters or annual reports) or *Editorial* (when Photographs are intended to be used for journalistic/educational content in publications, magazines and/or newspapers).

B. Copyright

Except as otherwise specifically provided in writing, all Photographs (images) and rights contained therein, including copyright, remain the sole and exclusive properties of Photographer. All use of Photographs created during a Commercial commission must be negotiated prior to their usage if not included in the pre-determined *usage rights* that are included with the Creative Fee charged to Commercial Client for commissions. Usage rights are NOT granted until invoice is paid in FULL.

The *Usage Rights License* will be located on the corresponding photographer invoice for images commissioned by client and is stated as follows:

"Non-exclusive, Single Party, COLORADO Regional (Mountain Time Zone) / USA (National) / INTERNATIONAL (Global) Marketing, Promotional & Commercial Rights" usage by CLIENT of these # (SPELLED NUMBER) images to use the images in any application in the following ways for an unlimited time:

Display Advertising- Use in a display intended for advertising or promotional purposes including banner, trade show and store poster, and transit ads

Marketing Materials- Use in any marketing materials distributed to a targeted audience. Includes use in printed brochure, direct mail, catalog, annual report, corporate communications, public relations, design competition submission & sales material (includes electronic PDF versions of the original printed uses)

Print Advertising- Use in any print advertising in a magazine, newspaper, directory, insert or program

Web & Electronic Advertising- Use in any web and electronic media for advertising and promotional purposes including company website, web banner ad, promotional email and mobile ad

Internal Company- Use in any media intended for internal business purposes

Client may not assign or transfer this agreement or any rights to any third party. Photographer retains all copyright and licensing rights for life, reproduction and display rights to all photographs for use in photographic competitions, promotional materials and any publication of an original manuscript or portfolio presentation for trade or other use. Any additional usage beyond that described above, including but not limited to National or International EDITORIAL and SPECIAL Advertising use, may be arranged but must be negotiated prior to reproduction. National or International EDITORIAL and SPECIAL Advertising usage will require purchase of a specified image license from photographer for ANY such use including but not limited to:

- Book Cover &/or interior placements
- Periodical Cover &/or interior placements
- Broadcast TV
- Highway Billboard and automobile, truck or mass transit advertisement wraps
- Commercial or Editorial use by a second party

C. Photographer Judgement

Client is responsible for sending an authorized representative to the contracted location where Photographer will make Photographs for Client. If no representative is present, the Client must accept Photographer's judgment as to the creation of the Photographs.

D. Payment Terms

Client must initially provide a deposit equal to 50% of project estimate to begin production and deliver payment of final project's invoice balance within 30 days of the invoice date. A \$25.00 re-billing fee and 5% service charge will be charged on the unpaid balance 30 days from the invoice date and at the end of every 30 period thereafter. Adjustments of these terms must be requested in advance of work completed by Photographer for Client.

E. Expenses

Client will be responsible for expenses incurred while carrying out the process of generating images. These expenses include but are not limited to: an photographer assistant fee of up to \$250 per day, any airline and/or hotel fees and expenses, rental car expenses, rental car fuel expenses, any parking and/or road toll fees, photographer's and assistants' meals, all image processing and digital workflow fees including image delivery. The Client will also be charged \$0.58 or the current Internal Revenue Service mileage rate, whichever ever is greater, for each mile driven while carrying out activities related to creating and delving commissioned Photographs to the Client. The Invoice may reflect, and Client is bound by, oral authorizations for fees and/or expenses that could not be confirmed in writing due to immediate proximity of the creating the Photographs for the commission.

Absent the outright copyright purchase of Photographs for a Commercial commission, Client may review preview image(s) in a email pdf document that mimics traditional photographic contact sheets. The Client will be charged and agrees to pay \$15 for each pdf document preview of the Photograph(s). Client agrees to pay \$10 for internet-based delivery of digital image file(s) or \$25 + S&H for image disc.

F. Estimates

All expense estimates made by Photographer are subject to vary by as much as 20%. Changes made by client to project scope anytime after creation of initial estimate, corresponding invoice may vary more than 20%.

G. Client Liability

Client assumes full liability for its principles, employees, agents, affiliates, successors and assigns (including without limitation messengers and freelance researchers) for loss, damage or misuse of the Photographs. Client shall indemnify Photographer against all claims, liability, damages and expenses incurred by Photographer in connection with any third party claim arising out of use of said material hereunder.

H. Cancellations

Cancellations and postponements: Client is responsible for payment of all expenses incurred during the commission up to the time of cancellation, plus 50% of estimated creative fee. If notice of cancellation is given less than two business days before shoot date, Client will be charged 100% of the creative fee plus any expenses incurred to date related to preparation of assignment. Photographer shall be indemnified against any claims stemming from cancellations at any time due to his or her health.

I. Third Parties

Client may not assign or transfer this agreement to a third party. No waiver is binding unless set forth in writing.

Photographer is not responsible for the acts of third parties that lead to complications in or prevent completion the commissions.

J. Product Samples / Clips

Client for *Editorial Usage* agrees to supply Photographer with two free copies of each use of the Photographs.

K. Model and Property Releases

No model or property releases exist on any of the Photographs unless Photographer specifies the existence of such release in writing. Client will indemnify and defend Photographer against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any of the Photographs for which Photographer furnished no release, or any of the Photographs altered by Client or at the Clients request. Photographer's liability for all claims shall not, in any event, exceed the fee of one dollar.

Client's Signature: _____ Date: _____

Photographer's Signature: _____ Date: _____