

Photographic Services Contract

No.

Concluded between: s.c. Photo Net 2001 s.r.l., Reg. Com. no. J40/8185/2001, C.U.I.: RO 14198758, address: București, Romania, str. Dezrobirii 18-38, bl. 33, sc. 4, ap. 140, mailing address: C.P. 102, O.P. 16, București, Romania, Bank account: RO95 BPOS 7010 2925 207 ROL01, BANCPPOST Militari, represented by Dana GROZESCU, hereafter referred to as the PHOTOGRAPHER and:

represented by:
 hereafter referred to as the CLIENT.

The CLIENT agrees to contract the services of the PHOTOGRAPHER according to the following terms:

The CLIENT will obtain the patrimonial rights as described in the Romanian Law no.8/1996 after the full payment agreed as calculated below.

A) Production:*

65 € / hour* x	=	€	or	325 € / day** x	=	€
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* Min. of 2 hours. Includes: Photographer, equipment, delivery, transport within Bucharest.

** 1 day = max. 8 hours. Overtime will be billed by the hour as above.

** Assignments which involve trips longer than 50 km or aerial photography will be invoiced by day, not by the hour.

B) Digital files: resolution and format will be agreed prior to the shooting

Tiff RGB ~ 4256 x 2848 pixels = 12 megapixels	4 € x	=	€
Jpeg RGB ~ 4256 x 2848 pixels = 12 megapixels	2 € x	=	€
Jpeg RGB ~ 3000 x 2000 pixels = 6 megapixels	1 € x	=	€

C) **Miscellaneous** - transport (25 € / 100 km), accommodation, others: €

Total = A + B + C:

Total:	€ + VAT = Grand Total:	€
LEI (RON): rate =	Grand Total: (VAT included):	Lei

Optional - Events packages: include the images in jpeg RGB format at 12 megapixels:

2 hours + 50 images = 175 € + VAT	Using these packages will eliminate the need the proofs and choosing the images by the client, allowing a maximum operativity and a better final price.	
3 hours + 100 images = 300 € + VAT		
4 hours + 150 images = 400 € + VAT		
1 day + 200 images = 550 € + VAT		
LEI (RON): rate =	Grand Total: (VAT included):	Lei

Workflow: in max. 48 hours after the shooting, the proofs will be posted on the Internet in a location like www.DanaGrozescu.com/client/ /.....

The location can be protected with a password on request.

The CLIENT will order the chosen images and will make the payment. Upon receipt of payment, the PHOTOGRAPHER will deliver the ordered images on CD(s) or DVD(s). The images will be available for delivery in maximum two working days after receiving the payment.

The terms and conditions on the next page are part of this Contract.

1. In special cases, we can deliver the images in a very short time but their usage before the full payment may be considered a breach of the Romanian Law no.8/1996 (the copyright law).
2. The final order should be done in maximum of two weeks from the proofs posting. The images which remain un-ordered by the CLIENT will be considered refused and may be deleted by the PHOTOGRAPHER.
3. Payment will be made in RON at the day's exchange rate. No rights over the images are transferred to the CLIENT until the full payment is received by the PHOTOGRAPHER.
4. The prices are valid for Corporate and Editorial work: annual reports, brochures, catalogues, PR, magazines and include Internet use. For Advertising a supplementary fee of 500 Euro + VAT will apply.
5. The CLIENT is responsible for getting any approvals or permits needed for all the locations that might be used for photography and releases or approvals as needed from all the people which will be photographed.
6. The CLIENT will have a representative during the shooting which will supervise the images taken, otherwise the images will be considered of an acceptable quality.
7. If the CLIENT asks for extra time for the assignment and the PHOTOGRAPHER's schedule allows, the job's price will be recalculated according to "A". If the job can't be done at the date/time specified because of the CLIENT, it can be re-scheduled only according to the PHOTOGRAPHER's schedule.
8. Technology limitations: The digital images may appear differently on different computer monitors and the reproductions or prints will not necessarily match images rendered on any particular computer monitor.

Because of a high variation of the output quality between labs and other service providers, the PHOTOGRAPHER can not guarantee at all the quality of the photographs printed later by the CLIENT from the digital files, but can provide at anytime, for a fee, quality printed photographs in the usual formats.

Due to the lack of information about storage media life-span, including DVDs and HDDs, it is the CLIENT's responsibility to back up the images received and in case of future changes in digital technology to make sure that digital files are copied to new media as required. The PHOTOGRAPHER archives in jpeg RGB format only the images ordered and delivered to the CLIENT, but due to the limited storage media lifespan, can not guarantee the availability of the images for a certain amount of time. The images not ordered are not archived.

Images placed in password protected galleries within the website are not available to the public in the normal course of events. However it is impossible to prevent determined skilled persons from accessing these galleries.

9. Equipment: The PHOTOGRAPHER uses only professional quality photo equipment and will have back-up for the essential gear no farther than the parking.

10. If the images covered under this contract will be reproduced in any way, the CLIENT agrees to mention the PHOTOGRAPHER's name as: **Photo: www.DanaGrozescu.com**

If the CLIENT does not agree, a supplementary amount of 50 % of the job's price will be added to the invoice.

11. The PHOTOGRAPHER reserves the right to use some of the images covered under this contract for self promotion purposes only, including in the portfolio and his Internet sites. If the CLIENT does not agree, a supplementary amount of 50 % of the job's price will be added to the invoice.

12. If the PHOTOGRAPHER can not perform this CONTRACT in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to PHOTOGRAPHER's illness, injury or emergency, then the PHOTOGRAPHER will return any all fees to the CLIENT but shall have no further liability with respect to this CONTRACT.

While every reasonable effort will be made to produce and deliver outstanding images, the PHOTOGRAPHER's entire liability to the CLIENT for any claim or loss arising from the PHOTOGRAPHER's performance is limited to a refund to the CLIENT of the amount the CLIENT paid for services.

13. The present CONTRACT will be rightfully completed under the Romanian Copyright law No 8/1996.

PHOTOGRAPHER,

CLIENT,