

# Walter Dufresne, Photographer

Assignment and Stock Licensing Services

31 Montgomery Place

Brooklyn, NY 11215-2342 USA

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<b>Assignment Photography Creative &amp; Licensing Fees:</b>	Creative services and license fee: 75 cents per square foot for interiors 75 cents per cubic foot for exteriors (1,000 square   cubic foot minimum) Initial license for a single client: Marketing and Publicity for the life of the (add 33% to fee for each © copyright for a single client (see the additional commissioning client) terms on the next page, including item ⑦)
<b>Capture and Processing Production Charges (Digital or Analog):</b>	12.1 and 24.5 megapixels, per direct digital capture and processing: \$75 4x5 inch format film, per sheet: color & b&w \$11 8x10 inch format film, per sheet: color & b&w \$36 Proof prints of files and films: color & b&w \$50 Raw sensor files up to 50 megabytes, prepared and optimized: \$50 per file
<b>Other Production Charges for Assignment Photography:</b>	Staff assistance through APA National Payroll: \$275-\$350 per day Transport, lodging, sustenance, gratuities, equipment rentals, props: at cost Markup on estimated production charges unpaid on completion: 17% Consultations, written estimates and quotes, local scouting: no charge Certificates of Insurance (CGL, Workers' Compensation): \$60 each per year Copyright Registration, including uploading: \$85 per assignment New York State mandates Sales and Use Tax on some in-state transactions
<b>Stock (Extant) Photography Licensing Fees: Per Project - See The Terms On The Next Page, Including Item ⑦</b>	<u>Editorial:</u> (single insertion   language   printing in North America, up to 100,000 circulation): 2% of the equivalent advertising space rates, with minimum rates for cover, any size, \$1200; up to one page, \$400; up to 1/2 page, \$300; up to 1/4 page, \$225 <u>Marketing Only</u> for architects, engineers, designers, or contractors, excluding editorial uses and reprints; see terms at item ⑦ on next page – duration of © copyright: \$295 for the first license, \$195 for additional licenses from the same project – stock licensing fee cap from a single project for licensed engineers & architects : \$2495 for duration of © copyright for a single project, including certain further editorial uses and editorial reprints; see terms at item ⑦ on next page <u>Marketing and Publicity:</u> duration of © copyright: \$395 for the first license, \$295 for additional licenses from the same project – stock licensing fee cap from a single project for licensed engineers & architects: \$3495 for duration of © copyright <u>Advertising:</u> 2% of the audited media buy (trade or consumer) \$1600 minimum for an \$80,000 campaign exercised within 2 years) <u>Other Uses:</u> will be quoted (minimum sale \$300)
<b>Other Production Charges for Stock Photography Licensing:</b>	Research and submission fee: \$45, including uploading & downloading. New York State mandates Sales & Use Tax on some transactions. Subject to change: See the terms on the next page.

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# Walter Dufresne, Photographer

## Terms and Conditions

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- ① We supply all photographs – electronic files, transparencies, slides, duplicates, negatives, prints, scans, et cetera – as copyrighted under Title 17, US Code. We license specific rights on our invoices, and we reserve all other rights. We register for copyright all photographs, – whether newly-created by assignment or previously-created and available from stock – before delivery. US copyright and New York State contract laws apply to us.
- ② Walter Dufresne, Photographer retains copyrights for the photographs and ownership of camera-original films and camera raw files. We deliver exact digital copies of .tif and .jpg files, along with use licenses. We encourage licensing only those rights needed. To help clients anticipate future contingencies, we will quote and guarantee – in advance – further optional rights that may or may not be needed in the future. We give you options.
- ③ We convey licenses and rights for use only in writing, and only by invoice. No one may transfer your license to other parties. We reserve all other rights. We grant no licenses and no rights without full payment of our invoices specifying those licenses and rights. Our photographs often do not include property releases. We only own the copyrights to our photographs. We do not own any other kinds of property rights, includes trademarks and patents. If we do have releases for a photograph (model release, property release, trademark release, patent release, et cetera) we will include a copy with the transmittal of the photographs or the invoice. To the best of our knowledge there is no case law in the USA mandating or upholding property releases. Architects and engineers frequently obtain property releases from owners and developers, allowing them site access and use of images of an owner’s project because such releases are often included in (for example) AIA contract documents.
- ④ Editorial licenses *require* a credit line (a copyright notice *next to* any reproduction) as a part of compensation. Adjacent credit lines make licensing possible at editorial rates. We appreciate credit lines for other uses.
- ⑤ Credit lines should read: Copyright *or* © 2016 Walter Dufresne, Photographer | [walterdufresne.com](http://walterdufresne.com)
- ⑥ We do not exceed written estimates by 7% without your authorization, and we may include production charge documentation with the subsequent invoice. Competitive bids and quotes are firm as to both the price and the number of views created, and do not include production charge documentation on subsequent invoices. We never charge for “reimbursable expenses,” but we do have production charges, itemized in advance.
- ⑦ Marketing Licenses are a non-exclusive license for an architect, engineer, designer, or contractor to use and reproduce a photograph, with specific limits. This use includes any “self-publishing,” including self-publishing by both print and electronic methods. Our clients may freely distribute the tangible photographs or reproductions, but may not sell nor distribute such intangibles as use licenses and copyrights, and we reserve all other rights. Editorial Licenses are a non-exclusive use – for publishing businesses only – to use and reproduce a photograph, and include specific frequency, size, and edition limits, typically a single insertion in a single edition of the first printing of a publication or the first web display. We license subsequent “reprints” of editorial content as Marketing and Publicity Licenses. We key our editorial rates to a percentage of the publication’s own space rate for advertising uses, typically two percent. Marketing & Publicity Licenses are a non-exclusive license for a client to use and reproduce a photograph, with specific limits. This use include the Marketing Licenses and the Editorial Licenses listed above. We further promote our M&P clients when we freely license editorial uses by publishing businesses who agree to credit both our clients and ourselves. This use excludes advertising uses (“paid placement”), sale of the photographs, sale of reproductions of the photographs, or licensing others to use or reproduce the photographs (“third party use”), and we reserve all other rights. Advertising Licenses include Marketing and Publicity Licenses *and* use in spaces purchased from publishers (“paid placement”), with specific frequency, size, and edition limits, and we reserve all other rights. These fees are often percentages of the “media buy” with minimums, most often 2% of the media buy (trade or consumer) when our photographs act as a key image, with a \$1600 minimum for an \$80,000 campaign.
- ⑧ We collect and remit New York State Sales & Use Taxes on some, but not all, transactions delivered in NYS only. NYS allows us to make exceptions for clients who submit NYS resale or exemption certificates, and exceptions for clients who only reproduce the photographs after borrowing them. (NYS calls this a reproduction-rights only transaction, and requires our invoices to specify the return of the photographs, un-retouched.) A NYS ruling letter allows us to *not* charge sales tax when we license and deliver our photographs as electronic copies – uploaded or downloaded, locally or remotely – with *no* accompanying transfer of title to DVDs, CDs, prints, or any other materials characterized by NYS as “tangible personal property.”
- ⑨ US & New York State Tax Identification and DUNS Numbers appear at the top of all invoices.

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# Walter Dufresne, Photographer

## Laboratory Services for Licensed Clients

confirmation required for orders over \$200.00

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### Color Prints

		<u>first charge</u>	<u>additional charges</u>					
Type i (“ink jet”), from digital files	up to		1+	5+	10+	25+	50+	100+
Type c (“color coupler”), from color negatives, internegatives, copy negatives, separation negatives, and digital files	8 <sup>1</sup> / <sub>2</sub> x11 inch	\$040	\$22	\$18	\$16	\$11	\$10	\$09
	11x14 inch	\$055	\$31	\$28	\$22	\$18	\$13	\$11
	16x20 inch	\$080	\$45	\$36	\$30	\$26	\$22	\$19
	20x24 inch	\$110	\$55	\$45				
	30x40 inch	\$160	\$95	\$75				

color internegatives & copy negatives – 4x5 inch: \$55 – 8x10 inch: \$90

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### Black & White Prints

		<u>first charge</u>	<u>additional charges</u>		
inkjet prints from digital files; gelatin silver prints from film negatives on medium-weight resin-coated papers; (add 50% for archivally-processed fiber base papers for HABS   HAER   HALS Collections of the US Library of Con- gress)	up to		1+	10+	50+
	8 <sup>1</sup> / <sub>2</sub> x11 inch	\$040	\$22	\$18	\$10
	11x14 inch	\$055	\$32	\$22	\$15
	16x20 inch	\$080	\$45	\$30	\$22
	20x24 inch	\$110	\$56	\$46	\$38

black & white internegatives & copy negatives – 4x5 inch: \$55 – 8x10 inch: \$90

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### Scanning, Recording & Archiving to Disk Format

(Flatbed or Drum Scanning)

	<u>first charge</u>	<u>compact disk (standard file format)</u>
file sizes up to	for scans	10-year archiving and recording
256 megabytes	\$50	\$50
2048 megabytes	\$95	\$50

electronic file transfers per file up to sixty megabytes in size: \$15.00 each

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### File Conversions & Optimization, Retouching, Page Assembly,

### Image Setting, and Film Recording (analog or digital)

- Quoted by project, depending on the number and complexity of elements, generally \$55 per scan, and \$125 per hour for file conversions and optimization and retouching.
- First charge is for our setting-up to a unique size, position, color, cropping, and density. First charge is per billable party *and* per order *and* per image, but *not* per print or transparency.
- Additional charges are for extras (1+, etc.) ordered at the same time as the first. We price other sizes and quantities at your request.
- Special sizes, colors, densities, borders, cropping, positioning, and retouching are subject to surcharge.
- Archive recording includes storage in our files and forward data migration in our files each 48-months for up to ten years.
- Terms: Net balance is due from invoice date. COD for new accounts.
- Shipping and handling, add 5%, \$10.00 minimum. Messengers are extra.
- New York State Sales & Use Taxes are collected on some transactions.
- All prices, terms, and techniques are subject to change.

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