

TERMS AND CONDITIONS FOR SUBMISSION OF ORIGINAL COLOR TRANSPARENCIES

ALL SUBMISSIONS SUBJECT TO TERMS BELOW PURSUANT TO ARTICLE 2, UNIFORM COMMERCIAL CODE, THE 1976 COPYRIGHT ACT AND THE DIGITAL MILLENNIUM ACT OF 1998 INCORPORATING THE 1996 WORLD INTELLECTUAL PROPERTY ORGANIZATION COPYRIGHT TREATY.

1. Contents and acceptance: Count is deemed accurate if not objected to in writing by immediate return mail. Terms and conditions below not objected to in writing within 10 days are deemed accepted.
2. "Agency" hereafter refers to the louisianafotos.com picture Agency. 3. Reproduction: No reproduction whatsoever is permitted without the Agency's written permission specifying usage and fee(s). Submission is for examination only. Photographs may not be reproduced, copied, projected, or used in any way without (a) express written permission on our invoice stating the rights granted and the terms thereof, and (b) payment of said invoice. The reasonable and stipulated fee for any other usage shall be two times our normal fee for such usage. Except where outright purchase is specified, all photographs and rights not expressly granted remain the exclusive property of the Agency without limitation.
4. Client agrees to return all photographs safe and undamaged by bonded messenger, air freight or registered mail. Submission and use rights granted are specifically based on the condition that user (or recipient) assumes insurers liability to (1) indemnify photographer for loss, damage or misuse of any photograph(s) and (2) return all photographs prepaid and fully insured, safe and undamaged by bonded messenger, air freight or registered mail. User (or recipient) assumes full liability for its employees, agents, assigns, messengers and free-lance researchers for any loss, damage or misuse of photographs.
5. Reimbursement for loss or damage shall be determined by a photograph's reasonable value which shall be no less than \$1,500.00 per transparency or \$50.00 per print.
6. User will indemnify Agency against all claims and expenses arising out of the use of any photograph(s) unless a model or other release was specified to exist, in writing, by agency. Unless so specified no release exists. Model released images bear the letters MR or model released on their respective slide mounts. Property released images bear the letters PR.
7. Holding fees: You are welcome to hold this submission for 4 weeks (no holding fee). Please send back images that you do not plan to hold for additional consideration after the initial selection is complete. These images are part of my working stock, and it is a hardship to take them out of circulation for a prolonged period. I am sure you are familiar with this problem. Material held beyond 30 days incurs the following fees: \$5.00 per transparency per week or \$1.00 per print per week.
8. A research fee of \$65.00 will be billed upon final return of these pictures. The research fee is waived if you lease rights to one (1) or more of the enclosed photographs.
9. Any dispute in connection with this Memo including its validity, interpretation, performance or breach shall be arbitrated in Baton Rouge, Louisiana pursuant to rules of the American Arbitration Association and the laws of Louisiana. Judgment on the Arbitration award may be entered on the highest Federal or State Court having jurisdiction. Any dispute involving \$1,500 or less may be submitted, without arbitration, to any Court having jurisdiction thereof. Recipient shall pay all arbitration and Court costs, reasonable attorneys' fees plus legal interest on any award or judgment.
10. Recipient agrees that the above terms are made pursuant to Article 2 of the Uniform Commercial Code and agrees to be bound by same. Objection to above terms should be made in writing within ten (10) days of this memo's receipt. Holding materials constitutes acceptance of above terms which incorporate hereby Article 2 of the Uniform Commercial Code, and the Copyright Act of 1976.
11. Include credit line for the D. Donne Bryant Stock Photography Agency and the photographers copyright notice as indicated on the slide mount (i.e.. John Doe, louisianafotos.com). Please bring these images to the attention of others at your office who may be interested in reviewing them. Please do not remove slides from the plastic protective sleeves unless you must check for critical sharpness on an image you plan to use. Handling sharply decreases the use life of these images.