

# CONTRACT FOR PHOTOGRAPHY SERVICES

**RANGE MAPS, INC.  
11689 QUAIL RD  
LONGMONT, COLORADO 80501  
(303) 678-8996**



**ELEVATEDCAMERA@RANGEMAPS.COM**

THIS CONTRACT, entered into on this \_\_\_th day of \_\_\_\_\_, 2007, is for the professional services of the Photographer(s) for the capture of the images described below. The undersigned photographer representing Range Maps, Inc. (herein after referred to as RMI) and the undersigned Client agree and contract as follows:

## 1. Service Description

RMI will photograph the Client's site from the angle and elevation best deemed to capture the image characteristics sought by the Client. Several pictures will be taken from different pan and tilt angles to capture the best photograph. The Client may be present during the photography shooting session to view the captured images and more specifically describe the desired image. The photographs will be taken from a single trailer location.

The property to be photographed is:

Description\_\_\_\_\_

Location Description\_\_\_\_\_

Street Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Contact Phone Number\_\_\_\_\_

Alternate Phone Number\_\_\_\_\_

Additional services can include but are not limited to: photograph color or contrast enhancement, the removal of unwanted obstructions in the image, elimination of skew (where the horizon appears angled), photograph resampling or resizing for use in printed or web products, or stitching photographs together to create a larger image.

Please describe

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## 2. Service Date

Unless otherwise specified, the date of service will be the same day the contract is signed. The only exceptions will be due to equipment failure, unfavorable weather, or incapacity of the photographer. If there is a delay in the image capture due to equipment failure or personnel incapacity, the imagery will be captured as soon as reasonably possible after the required equipment repairs or personnel corrections. If the delay is due to weather conditions, the photographer may wait at the location if the disturbance appears to be transient or may return when favorable weather conditions return. If there is a delay for some reason, it may not be possible to have the Client present during the photography session, however a reasonable effort will be made to schedule the makeup session so that the Client (or Client's representative) can be present.

## 3. Products to be delivered

Unless otherwise specified in this agreement, the product to be delivered is a single image of the property taken from a height of 45 feet, using a high definition single lens reflex camera. This image will be delivered as a digital .jpg image product on labelled CDROM or as a printed 8 inch by 10.5 inch picture. **Please circle one.**

## 4. Fee and Deposit Schedule

The fee for the professional services and delivered product described above will be **a low introductory price of \$149.98** payable in cash or check drawn on a US bank. Additional services as requested are **to be charged:**

**Additional photography \$100/hour**

**Additional photo processing \$50/hour**

**Travel to photo location at \$2.5/mile.** \_\_\_\_\_

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The fee is to be paid at the time of product delivery.

## 5. Delivery Date

The delivery date of the photography products is the same date as the signed contract unless otherwise specified. Additionally, the exceptions outlined in the Service Date Paragraph and their solutions will also apply to delivery date.

## 6. Client Provides Access to Property

Client must provide access to the property to be photographed. This includes but is not limited to the unlocking of gates, securing dangerous livestock or dogs, and providing written right of access to private roads.

## 7. Copyright Ownership

The copyright ownership of all products developed as a result of this service contract belong to RMI. The Client is given the right to enhance the photograph and use it in any way deemed necessary to meet a single goal. This goal may be the sale of a property or the advertisement of an event. The exception to this limited copyright usage is the granting by the Client to archive the photograph in the Denver Public Library's Western Collection. In this case, the image becomes public domain and is available for everyone.

## 8. Contract in its Entirety

This contract constitutes a complete and binding agreement between RMI and the Client. No other expressed promises or service descriptions are binding in this agreement.

## 9. Breach of Contract

In case of breach of this contract by Client, the Client agrees to pay the fees agreed upon plus reasonable recovery fees to include, but are not limited to: attorney's fees, court costs, and/or arbitrator's fees, plus interest on the amount owed at a rate of 12% per annum.

## 10. Signatures and Date

The persons signing for RMI and the Client certify that they are at least 21 years of age and have legal authority to sign as a representative of their respective organization or individual.

The persons signing for RMI and the Client agree to be personally, jointly and severally liable for the terms of this contract.

Sara McGimsey \_\_\_\_\_ Date \_\_\_\_\_  
President

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Name (Please Print) \_\_\_\_\_

Client Address \_\_\_\_\_

Client Phone \_\_\_\_\_