

TERMS AND CONDITIONS OF COMMISSIONING AND REPRODUCTION OF PICTURES FROM CHIPPS, LLC dba RANGE MEDIA

1. Terms and Definitions:

(a) picture includes a photograph, video, images, transparency, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be offered for the purposes of reproduction;

(b) reproduction includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means;

(c) the Photographer (otherwise known as Chipps, LLC dba Range Media) is the Author of the photograph or the Photographer.

(d) the Client is the person or organisation to whom the invoice is addressed (whether or not the Client is acting for a third party);

(e) Range Media administers the licensing of the works of the Photographer, Range Media and is a trading name of Chipps, LLC a company registered in Michigan, USA;

(f) These terms and conditions represent the entirety of the agreement between Range Media and the Client. Any variation is only applicable when agreed in advance and in writing;

2. Copyright and Ownership of Materials:

(a) The entire copyright in the pictures is retained by the Photographer, Range Media at all times throughout the world and is administered by Range Media;

(b) Title to all photographs remains the property of the Photographer;

(c) Images will be licensed for use for a specified period. When the License to Use has expired, the images should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;

(d) The Photographer, as administered by Range Media, supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those pictures and videos in a given context. No property or copyright in any pictures shall pass to the Client whether on its submission or on Range Media's grant of reproduction rights in respect thereof;

(e) Range Media asserts both moral right to be identified as the author of its work and the right to a credit is asserted in accordance US Copyright law;

(f) Unless otherwise agreed in writing if any picture reproduced by the Client omits the copyright notice or credit line specified by Range Media any fee payable by the Client shall be subject to an increase specified by Range Media, and in any event an increase of not less than 50%.

3. Use and Reproduction:

(a) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment – including any late payment charges that may have been

levied – has been received by Range Media;

(b) Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;

(c) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on Range Media's invoice. An agreement must be reached with Range Media before the pictures are used for a different purpose or after the licence to use has expired;

(d) Reproduction rights are not issued exclusively to the Client except when specified on the invoice;

(e) Reproduction rights granted are personal to the Client and may not be assigned, nor may any picture submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights;

(f) Any reproduction rights granted are by way of licence and no partial or other assignment of copyright shall be implied;

(g) Range Media reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client;

(h) In the case of printed publications, three copies of the relevant pages containing any picture supplied are to be furnished to Range Media free of charge within two weeks. In other media, evidence of use must be made available if requested;

(i) On the Client's death or bankruptcy or (if the Client is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, Range Media may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the Client.

4. Definitions of Reproduction Rights:

The following terms are used when describing the reproduction rights granted by Range Media and the Photographer to the Client:

(a) Internal Use only: The right to use the pictures only within a company for non-commercial purposes; publication in a free in-house magazine not normally available to the public; exhibition within the Client's premises; editorial use in the Client's intranet site;

(b) PR and Press distribution: The right to use the pictures as described in 4(a); plus a licence for third parties to reproduce such pictures in print or electronic media in an editorial context where no fee has been paid to guarantee publication;

(c) Specified Use Only: The right to use the pictures once only for the purpose as described on the invoice;

(d) Editorial: One reproduction only of pictures supplied within one print edition of the specified title in an editorial context only.

5. Booking and Cancellation:

(a) The Client will be required to complete a Fullframe Order (<https://rangemediagofullframe.com>), on receipt of the booking form, Range Media will send an email as confirmation. The booking will then be considered Confirmed.

(b) Once the Client has made a booking for a specific time and date and this date/time has been Confirmed, Range Media will not accept any other work from other clients for those times and dates;

(c) As a result, once a booking is Confirmed, if it is subsequently cancelled, a cancellation fee will be

charged to the client according to the following schedule: (i) When a client cancels a confirmed booking within 10 business days of any confirmed date, an administration fee of \$50.00 will be charged; (ii) When a client cancels photography within less than 10 days business of any confirmed date, a fee of 30% of the booked time rate will be charged. (iii) In addition to this cancellation fee, the client will be charged for any expenses already incurred by Range Media.

6. Payment Terms:

(a) Our payment terms are strictly due upon receipt of invoice, unless agreed in advance and in writing; (b) If payment is not made in accordance with (a) above then Range Media may rescind any Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts. (c) A fee of \$15 will be made for each account reminder, duplicate invoice, or any other paperwork, correspondence or phone calls involved with the pursuance of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue invoices;

(d) The Client's right to reproduce a picture arises only when Range Medias' invoice relating to the grant of such right is fully paid (including interest charges levied on late payment of the invoice or invoices). Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Range Media to rescind the Agreement and rendering the Client liable for the payment of damages;

(e) If any invoice issued to the Client is not paid by the Due Date, then all unpaid invoices issued to the Client become due of immediate effect, even if it is less than 28 days from the issue date, and that Range Media may consider these invoices as overdue when pursuing legal action for the recovery of said debts;

7. Rejection:

(a) Range Media will edit every take and deliver what it considers to be the best of every situation covered;

(b) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

8. Liability and Indemnity:

(a) While Range Media takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any picture or its caption;

(b) The Client agrees to indemnify Range Media in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by Range Media;

(c) It is the Client who must satisfy himself that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that Range Media gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture is issued or reproduced by or with the authority of the Client then the Client shall indemnify Range Media against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

9. Applicable Law:

(a) This Agreement shall be subject to and constructed according to Michigan Law and the parties agree to accept the exclusive direction of the Courts;;

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both

parties.

(c) Email communication constitutes a contract in law, unless the Client specifically states they will not accept this and instead provides hardcopy paperwork of all relevant agreements and contracts.

10. Client Confidentiality:

The Photographer and Range Media will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer or Range Media to carry out their obligations in relation to the commission.

Making Payment

Our terms are strictly due upon receipt unless agreed in advance and in writing.

Payment by ACH is preferred and bank details will be provided on our invoice. We also accept payment by check and should be made payable to "Range Media".