

JEFFERY JONES

Terms as to use

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This agreement is not assignable or transferable on the part of the Recipient.

This contract contains all the terms of the agreement between JEFFERY JONES and Recipient concerning delivery and review of images, and no terms and conditions may be added or deleted unless made in writing and signed by both JEFFERY JONES and Recipient. These terms and the terms of any subsequent invoice supersede any and all terms of the Clients purchase order. Any subsequent invoice JEFFERY JONES may issue may contain additional terms relating to the rights granted and the type of use allowed. No rights are granted until payment is made to JEFFERY JONES even though Recipient has received an invoice.

Payment herein is to be net thirty (30) days. A service charge of two (2%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms must be made to JEFFERY JONES within ten (10) days after receipt of invoice. Recipient shall provide JEFFERY JONES with two (2) free copies of such publication immediately upon printing.

Rights are being reserved to Recipient when an invoice is created. If Recipient cancels an order within ten days after the invoice is issued, JEFFERY JONES will refund 50% of the agreed fee. After ten days no refund shall be made and Recipient is responsible for full payment of the invoice.

Images used editorially should bear a credit line in the form "[name of photographer or creator of the Artwork] , JEFFERY JONES ". JEFFERY JONES reserves the right to charge a treble fee for use without a credit. Recipient must register copyright in their name to afford protection to the image. Such copyright shall be immediately reassigned upon request, without charge.

All rights not specifically granted herein to Recipient are reserved for JEFFERY JONES use and disposition without any limitations whatsoever.

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 any terms must be made in writing within ten (10) days.

Limitation of Liability

Under no circumstances will JEFFERY JONES or the owner of the image be liable for any direct, incidental, consequential, indirect or punitive damages as a result of the use of the Images. In any event, the limit of liability of the copyright owner of the image and JEFFERY JONES shall be the fee paid for the artwork to JEFFERY JONES.

You agree to indemnify and hold JEFFERY JONES, its officers, director, employees, and the copyright holder, harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising from the use of any image or any breach of this agreement.

Disputes or claims arising out of submission and/or use

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New York. If you are an agent for or an employee of a non-U.S. Company but operates in a place of business in the United States or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the United States in the manner described here.

If Recipient of this contract is an agent for or an employee of a non-US company but operates in a place of business in the United States or its territories, said Recipient expressly agrees that any disputes regarding this contract shall be adjudicated within the United States in the manner described here.

Copyright claims shall be brought in the Federal court having jurisdiction.

If JEFFERY JONES is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by Recipient or user herein.

EXPENSE MANAGEMENT

If desired, you (the Client) may elect to have shoot expenses administered by JEFFERY JONES. If you make such election, the following terms shall apply:

The Client shall advance to JEFFERY JONES, in one or more lump sum payments, the funds necessary to cover all expenses specified in the Estimate, and JEFFERY JONES shall disburse such funds to pay each such expense as it falls due. JEFFERY JONES shall be authorized to pay all expenses in the approved Estimate without the Clients specific approval, but shall obtain such approval before paying any expense not specified in the agreed shoot Estimate. JEFFERY JONES shall not be required to pay any expense unless and until the Client provides the necessary funds, and shall have no personal responsibility or liability for any cost or expense, other than to disburse the funds provided by the Client, pursuant to the agreed shoot Estimate. The Client shall indemnify JEFFERY JONES against any costs (including reasonable attorneys fees) arising in connection with any claim asserted against JEFFERY JONES by any vendor or supplier as the result of the Clients failure to provide required funds. JEFFERY JONES shall provide the Client with receipts (or other acceptable written substantiation) for all disbursements made by JEFFERY JONES on the Clients behalf.

In consideration of its services, JEFFERY JONES shall charge processing fees to the Client at the following rates:

Amount of Invoice Processing Fee
Under \$2,500 » None
\$2500 - \$9,999 » \$100
\$10,000 - \$24,999 » \$250
\$25,000 - \$49,000 » \$500
\$50,000 - \$99,999 » \$750
\$100,000 or more » \$1,000