



Firm Bid

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Firm Bid [Redacted]
Date: [Redacted]

JOB NAME

[Redacted]

JOB DESCRIPTION

[Redacted] will create a variety of lifestyle & brand narrative imagery featuring client provided Teachers and hired talent at [Redacted] and a rented house location in [Redacted], [Redacted] over three (3) shoot days (up to 10 hours each) as detailed below, and convey the following licensing to [Redacted]: Broadcast, Web Advertising, and Web Collateral use of up to 35 images for 1 year from first use.

Licensing Options: The above license may be expanded to include POP and Print Advertising use for an additional \$1,125 per image.

Anticipated Schedule:

- [Redacted]: Travel
- [Redacted]: Tech Scout Locations
- [Redacted]: Travel
- [Redacted]: Load-In/Set Up/Pre-Light
- [Redacted]: **Photograph School**
- [Redacted]: **Photograph School**
- [Redacted]: **Photograph House**
- [Redacted]: Travel

Anticipated Scenes to be Captured (4-5 per shoot day):

SCHOOL:

Elementary Classroom:

- [Redacted]
- [Redacted]

Elementary Science Class:

- [Redacted]
- [Redacted]

Middle School [Redacted]:

- [Redacted]
- [Redacted]

Music Room:

- [Redacted]

Library:

- [Redacted]

- [REDACTED]

Hallway:

- [REDACTED]
- [REDACTED]

Gym:

- [REDACTED]

Office:

- [REDACTED]
- [REDACTED]

TBD Classroom:

- [REDACTED]
- [REDACTED]

TBD Location:

- [REDACTED]

HOUSE:

Living Room:

- [REDACTED]

Dining Room:

- [REDACTED]

Kitchen

- [REDACTED]
- [REDACTED]

Home Office

- [REDACTED]

Client Provisions: Client to provide school locations & location coordination, all teachers and [REDACTED] School District staff, animals needed for [REDACTED] images, all talent payment/s, talent Worker's Comp insurance, all video editing/post production, all agency/client travel, transportation, and entertainment.

Advance Payment: A 75% advance retainer is required to initiate production

Fees

Creative/Licensing Fee @ 37,400.00	37,400.00
6.0 Photographer Pre-Production Days @ 1,200.00 ea.	7,200.00
1.0 Photographer Tech Scout Day @ 1,500.00 ea.	1,500.00
3.0 Photographer Travel Days @ 1,000.00 ea.	3,000.00
Fees Total	49,100.00

Crew

9.0 First Assistant Days @ 700.00 ea. (1 Pre-Pro, 4 Travel/Scout, 1 Pre-Light/Load-In, 3 Shoot)	6,300.00
4.0 Second Assistant Days @ 650.00 ea. (1 Pre-Light/Load-In, 3 Shoot)	2,600.00
4.0 Third Assistant Days @ 650.00 ea. (1 Pre-Light/Load-In, 3 Shoot)	2,600.00
3.0 Digital Tech Days @ 850.00 ea.	2,550.00
16.0 Producer Days @ 1,000.00 ea. (9 Prep, 1 Tech Scout, 1 Pre-Light/Load-In, 3 Shoot, 2 Wrap)	16,000.00
7.0 Production Coordinator Days @ 700.00 ea. (3 Prep, 1 Tech Scout, 3 Shoot)	4,900.00
8.0 First Production Assistant Days @ 450.00 ea. (2 Prep, 1 Tech Scout, 1 Pre-Light/Load-In, 3 Shoot, 1 Wrap)	3,600.00
4.0 Second Production Assistant Days @ 450.00 ea. (1 Pre-Light/Load-In, 3 Shoot)	1,800.00
Crew Total	40,350.00

Equipment

4.0 Cameras, Lenses, Lighting, Grip Rental Days @ 3,700.00 ea.	14,800.00
3.0 Digital Workstation Rental Days @ 900.00 ea.	2,700.00
Hard Drives & Media @ 400.00	400.00
Production Supplies & Misc. Expendables @ 5,400.00 (TBD pending location/s)	5,400.00
	Equipment Total 23,300.00
Styling Crew	
11.0 Wardrobe Stylist Days @ 1,000.00 ea. (7 Prep, 3 Shoot, 1 Wrap>Returns)	11,000.00
11.0 First Wardrobe Stylist Assistant Days @ 500.00 ea. (7 Prep, 3 Shoot, 1 Wrap>Returns)	5,500.00
10.0 Second Wardrobe Stylist Assistant Days @ 500.00 ea. (7 Prep, 2 Shoot, 1 Wrap>Returns (School only))	5,000.00
5.0 Third Wardrobe Stylist Assistant Days @ 500.00 ea. (2 Prep, 2 Shoot, 1 Wrap>Returns (School only))	2,500.00
3.0 Hair/Makeup Stylist Days @ 950.00 ea.	2,850.00
3.0 Hair/Makeup Stylist 1st Assistant Days @ 650.00 ea.	1,950.00
2.0 Hair/Makeup Stylist 2nd Assistant Days @ 650.00 ea. (School only)	1,300.00
11.0 Production Designer/Stylist Days @ 1,300.00 ea. (6 Prep, 1 Load-In/Set Up, 3 Shoot, 1 Wrap>Returns)	14,300.00
8.0 Production Design Coordinator Days @ 450.00 ea. (3 Prep, 1 Load-In/Set Up, 3 Shoot, 1 Wrap>Returns)	3,600.00
8.0 Production Design Leadman Days @ 700.00 ea. (3 Prep, 1 Load-In/Set Up, 3 Shoot, 1 Wrap>Returns)	5,600.00
7.0 First Production Design Set Dresser/Swing Days @ 600.00 ea. (2 Prep, 1 Load-In/Set Up, 3 Shoot, 1 Wrap>Returns)	4,200.00
6.0 Second Production Design Set Dresser/Swing Days @ 600.00 ea. (2 Prep, 1 Load-In/Set Up, 3 Shoot)	3,600.00
	Styling Crew Total 61,400.00
Styling Expenses	
55.0 Wardrobe @ 225.00 ea. (Supplemental wardrobe for up to 35 Youth Talent & 20 Adult talent)	12,375.00
Props, Expendables, Trucking @ 14,700.00 (TBD pending final locations and creative direction)	14,700.00
	Styling Expenses Total 27,075.00
Casting	
Casting @ 14,950.00 (Casting of up to 25 "Real People" youth. Can include video callbacks if needed. Anticipated roles: Elementary School, Middle School & High School students. No fitting day for talent/stylists.)	14,950.00
	Casting Total 14,950.00
Talent Fees	
25.0 Youth Talent Session Day & Usage Fees (To be paid directly by agency.)	
	Talent Fees Total 0.00
Location/s Crew & Expenses	
8.0 Location Scout/Manager Days - House @ 850.00 ea. (3 Scouting/Research, 3 Permitting/Prep, 1 Tech Scout, 1 Shoot)	6,800.00
3.0 Location Scout/Manager Days - School @ 850.00 ea. (1 Scouting/Research, 2 Shoot)	2,550.00
Location Fees @ 5,000.00 (Anticipating "modest" house location)	5,000.00
Location Prep/Cleaning/Trash @ 1,300.00 (TBD as needed)	1,300.00
Motorhome Rental Day @ 3,500.00 (House day. To include: Driver, fuel, WiFi, restrooms)	3,500.00
11.0 Kit Fees @ 50.00 ea.	550.00
Mileage, Misc. @ 450.00	450.00
Permits @ 750.00	750.00
Parking @ 1,500.00 (TBD as needed)	1,500.00
	Location/s Crew & Expenses Total 22,400.00
Travel	
2.0 Airfare & Baggage Fees @ 800.00 ea. (Tech Scout - Photographer, Assistant)	1,600.00
Mileage, Parking, Misc. @ 5,600.00	5,600.00
2.0 Lodging Nights @ 350.00 ea. (Tech Scout - Photographer, Assistant)	700.00
15.0 Lodging Nights @ 350.00 ea. (Shoot - Photographer, Assistant, Producer)	5,250.00
4.0 Airbnb Lodging Nights @ 475.00 ea. (Shoot - Art Department)	1,900.00
24.0 Per Diems @ 75.00 ea. (7 days x Photographer, Assistant, Producer)	1,800.00
30.0 Per Diems @ 75.00 ea. (6 days x 5 Art Department Team)	2,250.00
Rental Vehicles @ 3,200.00	3,200.00
72.0 Per Diems @ 75.00 ea. (6 days x 12 crew)	5,400.00
46.0 Lodging Nights @ 350.00 ea. (5 nights x 5 camera/production crew, 3 nights x 7 styling crew)	16,100.00
	Travel Total 43,800.00
Meals	

Catering & Craft Services @ 8,050.00 (Average 20 Crew, 15 Talent, 8 Agency/Client per school day & 16 Crew, 5 Talent, 8 Agency/Client house day,)	8,050.00
Catering & Craft Services - Pre-Light/Load In Day @ 1,050.00 (15 Crew)	1,050.00
Tech Scout Meals @ 700.00 (8 Crew, 2 Agency/Client)	700.00
Meals Total	9,800.00
Insurance	
Insurance @ 3,211.75 (Location/s & Equipment Liability, Crew Worker's Comp.)	3,211.75
Insurance Total	3,211.75
Post Production	
First Edit for Client Review @ 1,000.00	1,000.00
35.0 Selects Retouched @ 400.00 ea. (Includes up to 2 hours per image)	14,000.00
35.0 Rush Retouching Fees @ 400.00 ea.	14,000.00
Post Production Total	29,000.00
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Fees Total	49,100.00
Expenses Total	275,286.75
Sub Total	324,386.75
Total (USD)	324,386.75
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TERMS & CONDITIONS

AGREEMENT – These Terms & Conditions, along with the accompanying Price Quote, constitute the entire Agreement between the undersigned Creator and the undersigned Client or Agency (hereafter Client), concerning this photo and/or video production (hereafter Project).

PRICE QUOTE – Price Quotes may come in the form of an Estimate or Bid (as indicated at the top of the page). The project description and costs detailed in the Price Quote are based on the creative brief as presented by the Client. Any changes by the Client, whether communicated orally or in writing, may result in additional costs.

- For Estimates, the costs are estimated in good faith, and the Creator will bill for actual costs incurred on the Balance Invoice(s), which may be different from the Estimate, and the Client agrees to pay those costs.
- For Bids, once the bottom line is agreed upon, the total cost will not change unless the scope of the project changes.
- The Price Quote expires in 15 days unless signed and returned or unless the parties mutually agree to extend the deadline.

INVOICING AND PAYMENTS – The Client will pay an Advance Retainer (equal to 75% of the total Price Quote), which must be paid in order to initiate the production. The Creator will send a Balance Invoice upon completion of the shoot (and possibly subsequent invoices to cover post-production), and the Client will pay those invoices within 30 days of receipt. Late payments may be billed a \$100.00/month handling fee and 1.5%/month interest. Sales tax is not included in the Price Quote but it will be added to the Balance Invoice if applicable.

CURRENCY CONVERSION – For Projects that require currency conversion, the Price Quote reflects the exchange rate at the time of the Price Quote creation. Creator will adjust the Invoice to reflect the currency rate at the time of invoicing, and the Client will pay that adjusted Invoice.

COPYRIGHT, LICENSING – All Content created by the Creator, and the associated copyright to that Content, are the exclusive property of the Creator. Grant of any reproduction rights is conditioned upon payment in full by the Client. Rights not expressly granted to the Client shall be reserved to the Creator. If the Client wishes to make any additional use of the Content, Client shall obtain permission from the Creator by email and negotiate an additional fee for that additional use. Modification of Content in any way, and/or incorporation in any layout or concept shall not constitute a joint work or derivative work. Unless explicitly stated, Client may not use the Content in connection with an NFT, machine learning, generative AI (specifically including AI training or datasets), or biometric technology use. The Creator may use the Content for their own self-promotion after first use by the Client or after 12 months from creation, whichever is less. This right of self-promotion supersedes any exclusivity clauses stated in the Price Quote.

DEFINITIONS

- Content refers to any still photographs, video, or animated GIFs (collectively, Images) created for the Client in the course of executing the Project.
- The Content is created by a photographer, director, or videographer (herein, Creator).
- The Price Quote contains a License that describes the extent of the Usage (how the content may be used) which may specify the geographic territory, the duration, the number of images, the number of placements, and the type of use (which are defined below), as well as the extent of the Exclusivity (which may be different from the extent of the Usage).

- Editorial use is when a publication (whether print or digital) uses an image to tell a story rather than to promote a product, service, or company.
- Publicity use is when the Client submits the Content to a third-party publication for Editorial use and the Client is not paying the publication for that placement.
- Advertising use is when the Client is paying for the placement of the Content in any media in which it appears (excludes Packaging, Catalog, and E-Commerce use).
 - Web Advertising is when the Client is paying for the placement of the Content on a third-party website.
 - Social Media Advertising is when the Client is paying for “boosting” on their own social media account or placement of the Content on any third party social media account.
 - Print Advertising is when an image appears in a physical newspaper, magazine, poster, or supplement.
 - Out-of-Home (or OOH) is where the Content is visible to the general public on media platforms such as on bus wraps, bus shelters, billboards, and kiosks. It can be digital or print.
 - Point of Purchase or Point of Sale (or POS) use is where the Content is displayed in a retail space to promote a product, service, brand, or company.
 - Broadcast is a type of Advertising use where the content appears on a television network, streaming service, subscription video, satellite TV, or cable TV service.
- Collateral use is when the Content appears in or on a platform that the Client produces or controls (and are not paying for placement of the content), such as a company website, social media account, annual report, or brochure.
 - Catalog use is when the Content appears in a printed brochure, booklet, or pamphlet used to promote products.
 - E-Commerce use is when the Content appears on an online platform where the products or services are displayed for purchase.
 - Packaging use is when the Content appears on packaging for a retail product.
- Display use. While Publicity, Collateral, and Advertising use pertains to using images to promote a product, service, or company, Display use refers to situations where the images themselves are the product.
 - Merchandise use includes items for retail sale or promotion (in the form of physical prints or on merchandise such as t-shirts, posters, mugs, key chains).
 - Public Display use is where the Content appears in common areas of the Client's facilities, such as an office, factory, warehouse, restaurant, or hotel.
 - Private Display use is when the Content is displayed in a non-commercial space such as an individual office or residence.
- Consumer means that the intended audience is the general public. This term can be used to limit Advertising use or Collateral use.
- Trade means that the audience is limited to a specific industry, profession, or special interest group. This term can be used to limit Advertising use or Collateral use.
- Web means websites or applications (other than Broadcast) that are accessible through the internet and appear on computers or mobile devices.
- Unlimited use includes all of the above uses plus any other use not explicitly mentioned.

CLIENT REPRESENTATIVE – The Client is responsible for providing an authorized representative at the shoot to approve the Creator's interpretation of the Project. If a Client representative is not present, the Creator's interpretation shall be deemed acceptable.

CANCELLATIONS, POSTPONEMENTS, BAD WEATHER – If the Project is cancelled or postponed by the Client at any time after the acceptance of this Agreement, the Client shall pay all out-of-pocket expenses incurred by the Creator (including any crew cancellation fees and expenses) up to the time of cancellation, plus 50% of all of the Creator's creative fees, shoot fees, scouting/travel fees, and licensing fees listed in the Price Quote. If the Project is cancelled or postponed by the Client within seven days prior to the first shoot day, the Client shall pay all out-of-pocket expenses incurred by the Creator (including any crew cancellation fees and expenses) up to the time of cancellation, plus 100% of all of the Creator's creative fees, shoot fees, scouting/travel fees, and licensing fees quoted above. If a shoot is temporarily delayed due to bad weather, the Client will pay for any additional time and expenses incurred as a result of that delay.

FORCE MAJEURE – Notwithstanding the above, neither Creator nor Client shall be liable for failure of either party's obligations caused by any circumstances beyond their reasonable control, including but not limited to acts of God, government actions, epidemics, pandemics, floods, riots, fires, civil unrest, acts of war or terrorism, or failure of telecommunication or energy sources. In the event that this clause is triggered, any monies paid will first be applied to a rescheduled shoot date. This period will not last longer than 12 months.

POST-PRODUCTION – Content will be delivered within a mutually agreed upon schedule.

MUTUAL INDEMNIFICATION – Both parties agree to indemnify, defend, and hold harmless each other, their officers, employees, agents, and assigns, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from any negligence, wrongful act, omission, or breach of this Agreement by the indemnifying party. This indemnity extends to any third-party claims or suits brought against either party as a result of actions or omissions of the other party, whether intentional or accidental, arising directly from the services provided under this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement.

REPRESENTATIONS, WARRANTIES – Each Party represents and warrants to the other that such Party is fully authorized and empowered to enter into and perform this Agreement, and that such performance will not infringe upon the personal or property rights of

any third party.

ATTORNEY'S FEES – In the event either Party is required to retain the services of an attorney to enforce the terms of this Agreement, those attorney's fees and all related expenses shall be paid to the prevailing Party by the other Party. A prevailing Party is a Party that succeeds in any of its claims. This is a material term and is not subject to interpretation by any arbitrator.

SEVERABILITY – The unenforceability, for any reason, of any provision of this agreement shall not affect the validity or enforceability of the remainder of this agreement.

GOVERNING LAW – This Agreement has been entered into and shall be interpreted under the laws of The State of [REDACTED].

Client Name, Title, Date (please print): _____

Client Signature: _____