

IMAGING III

WEEK 4

ESTIMATING THE COST OF A PHOTO SHOOT

MARK BERNDT

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www.markberndt.com/workshops/downloads/i3/

AN ESTIMATE INCLUDES

- DETAILED CLIENT INFORMATION
- ESTIMATE OF OUT-OF-POCKET COSTS
- CREATIVE FEE, INCLUDING PREP & POST
- **DETAILED** DESCRIPTION OF DELIVERABLES
- **THE USAGE LICENSE**
- TERMS OF PAYMENT
- SPACE FOR CLIENT SIGNATURE

SAMPLE BID FORM

STILL PHOTO BID FORM		DATE	
PHOTOGRAPHER NAME		BID #	
ADDRESS		JOB #	
CITY, STATE, ZIP		DAYS	
PHONE		LOC.	
EMAIL		10 hour day(s) including travel time	
CLIENT			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE		FAX	
CONTACT		EMAIL	
PRODUCT			
BID SUMMARY		ESTIMATED	
1 CREW		0.00	
2 LOCATION		0.00	
3 STUDIO		0.00	
4 SETS		0.00	
5 PROPS/WARDROBE		0.00	
6 EQUIPMENT		0.00	
7 DIGITAL MEDIA / FILM & PROC		0.00	
8 PRINTS / INTERNEGS / LVT		0.00	
9 DUPES		0.00	
10 DIGITAL POST-PRODUCTION		0.00	
11 MISC		0.00	
12		0.00	
SUB TOTAL DIRECT COSTS		0.00	
13 PRODUCTION FEE		0.00	
14 CREATIVE FEE		0.00	
15 INSURANCE		0.00	
16 TALENT COSTS		0.00	
17 SUB TOTAL		0.00	
18 SALES TAX *		0.00	
* IF YOU SUPPLY A VALID CALIFORNIA SALES TAX RESALE CERTIFICATE, OR FOR LICENSE TRANSFER VIA DOWNLOAD, THERE IS NO CA SALES TAX.			
19 GRAND TOTAL		\$0.00	
20 DESCRIPTION: ?# photographs for CLIENTNAME / PROJECTNAME. Photographer's selects posted online for review, ?# HiRes RGB [file format] files delivered via download. USAGE RIGHTS: LICENSE DETAILS HERE, for use by CLIENTNAME ONLY for [time period] from date of invoice. All other rights reserved. No third-party licensing. Photographer retains copyright and all rights. Photo credit each use reads: "Photo © 2010 Mark Berndt"			
PAYMENT: Due on signing of this agreement.			
_____ CLIENT SIGNATURE		_____ DATE	
Rights transfer only on complete payment. Bid subject to terms and conditions on reverse.			
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SUMMARY SHEET GOES TO CLIENT

SAMPLE BID FORM

ALL SERVICES AND LICENSES OF LICENSOR ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. DEFINITIONS:** This Agreement is by and between Mark Berndt Incorporated ("Licensor") and the commissioning party (the "Client" named on the front of this Agreement, which includes Client's representatives). Licensor's relationship with Client is that of an independent contractor. "Image(s)" means the visual and/or other forms of materials or digital information supplied by Licensor to Client. Licensor is the sole creator of the Image(s). The Image(s) are Licensor's interpretation, rather than a literal copy of any concepts or layouts provided to Licensor by Client. "Service(s)" means the photography and/or related digital or other services described on the front of this Agreement that Client is specifically commissioning Licensor to perform pursuant to this Agreement. "Transmit" or "Transmission" means distribution by any device or process whereby a copy of an Image is fixed beyond the place from which it was sent. "Copyright Management Information" means the name and other identifying information of Licensor, terms and conditions for uses of the Images, and such other information that Licensor may prescribe.
- 2. FEES, CHARGES AND ADVANCES:** Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances. The rights licensed, fees, charges and advances set forth in this Agreement apply only to the original specification of the Services. Additional fees and charges shall be paid by Client for any subsequent changes, additions or variations requested by Client. All advance payments are due prior to production.
- 3. POSTPONEMENTS AND CANCELLATIONS:** If Client postpones or cancels any photography "shoot date" or other Service, in whole or in part, without first obtaining Licensor's written consent, Client shall pay Licensor 50% of Licensor's quoted fees. If Client postpones or cancels with less than two business days' prior written notice to Licensor, Client shall pay 100% of Licensor's quoted fees. Client shall in any event pay all expenses and charges incurred in connection with any postponed or canceled shoot date or other Service.
- 4. FORCE MAJEURE:** Licensor shall not be in default of this Agreement by reason of its delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder, if such delay or failure results from occurrences beyond its reasonable control and without its fault or negligence. Client will pay 100% of Licensor's daily weather delay fee (as set forth on the front of this Agreement) for any delays due to weather conditions or any acts or occurrences beyond Licensor's reasonable control, plus all charges incurred.
- 5. CLIENT APPROVAL:** Client is responsible for having its authorized representative present during all "shootings" and other appropriate phases of the Service(s) to approve Licensor's interpretation of the Service(s). If no representative is present, Licensor's interpretation shall be accepted. Client shall be bound by all approvals and job changes made by Client's representatives.
- 6. OVERTIME:** In the event any Services extend beyond eight consecutive hours in one day, Client shall pay overtime for crew members and assistants at the rate of 1 1/2 times their hourly rates or fees, and if the Services extend beyond 12 hours in one day, Client shall pay overtime for crew members and assistants at the rate of double their regularly hourly rates or fees.
- 7. RESHOOTS:** Client shall pay 100% of Licensor's fees and charges for any reshooting or redoing of Services requested by Client, if the Image(s) become lost or unusable by reason of defects, damage, equipment malfunction, processing, or any other technical error, prior to delivery of the Image(s) to Client. Licensor will perform appropriate Service(s) again without additional fees, provided Client advances and pays all charges, and pays all fees and charges in connection with the initial Services.
- 8. LIMITATION OF LIABILITY AND INDEMNITY:** Even if Client's exclusive remedy fails of its essential purpose, Licensor's entire liability shall in no event exceed the license fee paid to Licensor. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE(S), THE IMAGE(S) OR ANY ACTS OR OMISSIONS OF LICENSOR. Client shall indemnify, defend and hold Licensor and Licensor's representatives harmless from any and all claims, liabilities, damages, and expenses of any nature whatsoever, including actual attorneys' fees, costs of investigation, and court costs arising from or relating to Client's direct or indirect use of the Image(s) or in connection with Licensor's reliance on any representations, instructions, information, or materials provided or approved by Client.
- 9. RIGHTS LICENSED:** The licensed rights are transferred only upon: (a) Client's acceptance of all terms contained in this Agreement, (b) Licensor's receipt of full payment, and (c) the use of proper copyright notice and other Copyright Management Information requested or used by Licensor in connection with the Image(s). Licensor is willing to license the Image(s) to Client only upon the condition that Client accepts all of the terms of this Agreement. Unless otherwise specifically stated on the front of this Agreement, all licenses are non-exclusive and the duration is one year from the date of Licensor's invoice and for English language use in the United States of America only. Licensor reserves all rights in the Image(s) of every kind and nature, including, without limitation, electronic publishing and use rights, in any and all media, throughout the world, now existing and yet unknown, that are not specifically licensed or transferred by this Agreement. No license is valid unless signed by Licensor. Client shall not assign any of its rights or obligations under this Agreement. This Agreement shall not be assignable or transferable without the prior written consent of Licensor and provided that the assignee or transferee agrees in writing to be bound by all of the terms, conditions, and obligations of this Agreement. Any voluntary assignment or assignment by operation of law of any rights or obligations of Client shall be deemed a default under this Agreement allowing Licensor to exercise all remedies including, without limitation, terminating this Agreement, obtaining all net worth or financial information of any assignee and full and timely performance of all obligations and complete and substantial assurances of all future performance.
- 10. RETURN OF IMAGE(S):** Client assumes all risk for all Image(s) supplied by Licensor to Client, from the time of Client's receipt, to the time of the safe return receipt of the Image(s) to the possession and control of Licensor. If no return date appears on the front of this Agreement or on any related delivery memo, Client shall return all Image(s) in undamaged, unaltered and untouched condition within 30 days after the first publication or use of the Image(s), whichever occurs first.
- 11. LOSS OR DAMAGE, IN CASE OF LOSS OR DAMAGE OF ANY ORIGINAL IMAGE(S), CLIENT AND LICENSOR AGREE THAT THE REASONABLE VALUE OF EACH ORIGINAL IMAGE IS \$2,500.** Once original Image(s) are lost or damaged it is extremely difficult and impracticable to fix their exact individual value. Accordingly, Licensor and Client agree that the reasonable liquidated value of each original Image is \$2,500. Client agrees to pay Licensor \$2,500 for each lost or damaged original Image and Licensor agrees to limit Licensor's claim to that amount without regard to the actual value of such Image. An Image shall be considered an original if no high reproduction quality duplicate of that Image exists.
- 12. PAYMENT AND COLLECTION TERMS:** Invoices from Licensor are payable upon receipt by Client. The unpaid amount of any invoice, within 10 days of the mailing date of the invoice, will incur a late payment charge of 1-1/2% per month but not in excess of the lawful maximum. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, court costs and all other nonreimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuits pertaining to any matter arising under or growing out of this Agreement shall be instituted in any place other than the state of Licensor's principal place of business.
- 13. TAX:** Client shall pay and hold Licensor harmless on account of any sales, use, or other taxes or governmental charges of any kind, however denominated, imposed by any government, including any subsequent assessments, in connection with this Agreement, the Image(s), the Service(s) or any income earned or payments received by Licensor hereunder. To the extent that Licensor may be required to withhold or pay such taxes Client shall promptly thereafter furnish Licensor with funds in the full amount of all the sums withheld or paid.
- 14. RELEASES: NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.**
- 15. ELECTRONIC RIGHTS:** No electronic publishing or use of any kind is licensed unless specifically stated on the front of this Agreement. The use rights reserved by Licensor include, without limitation, all rights of publication, distribution, display, transmission, or other use in electronic, digital and other media of any kind, now existing and yet unknown. Any rights licensed by Licensor for any use in a collective work exclude all use rights for any kind of revision of that collective work including any later collective work in the same series.
- 16. MODIFICATIONS, GOVERNING LAW AND MISCELLANEOUS:** This Agreement sets forth the entire understanding and agreement between Licensor and Client regarding the Service(s) and/or the Image(s). This Agreement supersedes any and all prior representations and agreements regarding the Service(s) and/or the Image(s), whether written or verbal. Neither Licensor nor Client shall be bound by any purchase order, term, condition, representation, warranty or provision other than as specifically stated in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Licensor. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any objections to the terms of this Agreement must be made in writing and delivered to Licensor within ten days of the receipt of this Agreement by Client or Client's representative, or this Agreement shall be binding. Notwithstanding anything to the contrary, no Image(s) may be used in any manner without Licensor's prior written consent, and Client's holding of any Image(s) constitutes Client's complete acceptance of this Agreement. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the state of Licensor's principal place of business, excluding the conflict of laws rules of that state. All paragraph captions in this Agreement are for reference only, and shall not be considered in construing this Agreement. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Licensor or Client.

This form Approved by Advertising Photographers of America

TERMS & CONDITIONS FROM APA

SAMPLE BID FORM

CREW	DAYS	RATE	TOTAL
21 PRODUCER			0
22 COORDINATOR			0
23 ASSISTANT A			0
24 ASSISTANT B			0
25 STYLIST			0
26 ASST STYLIST			0
27 WARDROBE			0
28 ASST WARD			0
29 MAKE-UP			0
30 HAIR			0
31 LOCATION SCOUT			0
32 OTHER			0
33 OTHER			0
34 OTHER			0
35 PAYROLL EXPENSE - 22% OF CREW RATE			0
36			0
SUB TOTAL CREW			0

LOCATION	DAYS	RATE	CREW #	TOTAL
37 FEES				0
38 PERMITS				0
39 SECURITY				0
40 MOTORHOMES				0
41 AIRFARE				0
42 LODGING				0
43 PER DIEMS				0
44 KIT RENTAL				0
45 MILEAGE				0
46 BREAKFAST				0
47 LUNCH				0
48 DINNER				0
49 KRAFT SERVICES				0
50				0
51				0
52				0
53				0
SUB TOTAL LOCATION				0

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CREW & LOCATION EXPENSES

SAMPLE BID FORM

STUDIO	DAYS	RATE	TOTAL
54 PREP DAY			0
55 SHOOT DAY			0
56 STRIKE DAY			0
57 POWER			0
58 MISC			0
59 MISC			0
60			0
61			0
SUB TOTAL STUDIO			0

SETS	QUAN	RATE	TOTAL
62 ART DIRECTOR			0
63 CREW			0
64 SET MATERIALS			0
65 CONSTRUCTION			0
66 TRUCKING/DELIVERY			0
67			0
SUB TOTAL SETS			0

PROPS/WARDROBE	QUAN	RATE	TOTAL
68 PROP RENTAL			0
69 PROP PURCHASE		100	0
70 WARDROBE PURCHASE			0
71 WARDROBE RENTAL			0
72 PICTURE VEHICLES			0
73 ANIMALS/HANDLERS			0
74 COLOR CORRECTION			0
75			0
76			0
77			0
78			0
SUB TOTAL PROPS/WARD			0

EQUIPMENT	DAYS	RATE	TOTAL
79 CAMERA A			0
80 CAMERA B			0
81 LIGHTING			0
82 GRIP			0
83 GENERATOR			0
84 COMMUNICATION			0
85 OTHER A			0
86 OTHER B			0
87			0
88			0
SUB TOTAL EQUIP			0

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STUDIO, SETS, PROPS & WARDROBE, EQUIPMENT

SAMPLE BID FORM

DIGITAL MEDIA / FILM & PROC	QUAN	FILM	PROCESS	PROOF	TOTAL
89 35MM B&W NEG					0.00
90 35MM COLOR NEG					0.00
91 35MM TRANSPARENCY					0.00
92					0.00
93					0.00
94 120 B&W NEG					0.00
95 120 COLOR NEG					0.00
96 120 TRANSPARENCY					0.00
97 POLAROID					0.00
98					0.00
99 4x5 B&W NEG					0.00
100 4x5 COLOR NEG					0.00
101 4x5 TRANSPARENCY					0.00
102 4x5 POLAROID					0.00
103					0.00
104					0.00
105 DIGITAL MEDIA	QUAN	MEDIA	FILE PREP	WEB	
106 MEDIA & FILE MANAGEMENT					0.00
107 CONTACT SHEET					0.00
108					0.00
109	SUB TOTAL MEDIA / F&P				0.00

PRINTS/INTERNEGS/LVT	QUAN	RATE	TOTAL
PRINTS - DIGITAL			
110 8X10 INKJET			0.00
111 11X14 INKJET			0.00
112 16X20 INKJET			0.00
113 20X30 INKJET			0.00
114 30X40 INKJET			0.00
115			0.00
116 8X10 FINE ART INKJET			0.00
117 11X14 FINE ART INKJET			0.00
118 16X20 FINE ART INKJET			0.00
119 20X30 FINE ART INKJET			0.00
120 30X40 FINE ART INKJET			0.00
121			0.00
122 8X10 LIGHTJET			0.00
123 11X14 LIGHTJET			0.00
124 16X20 LIGHTJET			0.00
125 20X24 LIGHTJET			0.00
126			0.00
127			0.00
	SUB TOTAL PRINTS/NEGS/LVT		0.00

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FILM & PROCESSING (ANALOG & DIGITAL)

SAMPLE BID FORM

DUPES	QUAN	RATE	TOTAL
128 35MM			0.00
129 120			0.00
130 4x5			0.00
131 8x10			0.00
132			0.00
133			0.00
SUB TOTAL DUPES			0.00

DIGITAL POST PRODUCTION	QUAN	RATE	TOTAL
134 SCAN			0.00
135 SYSTEM TIME			0.00
136 OUTPUT			0.00
137 OUTPUT			0.00
138 ARCHIVE DIGITAL FILES			0.00
139 BURN CD			0.00
140 BURN DVD			0.00
141			0.00
SUB TOTAL POST PRODUCTION			0.00

MISC	QUAN	RATE	TOTAL
142 BREAKFAST			0.00
143 LUNCH			0.00
144 DINNER			0.00
145 KRAFT SERVICE			0.00
146 TRUCK RENTAL			0.00
147 DELIVERY			0.00
148 PETTY CASH			0.00
149 TELEPHONE ETC			0.00
150 OTHER			0.00
151 OTHER			0.00
152			0.00
153			0.00
SUB TOTAL MISC			0.00

CREATIVE FEES	QUAN	RATE	TOTAL
154 PHOTOGRAPHY			0
155 PRE-PRODUCTION			0
156 TRAVEL			0
157			0
158			0
SUB TOTAL FEES			0

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POST PRODUCTION, EXPENSES, CREATIVE FEES

SAMPLE BID FORM

TALENT	QUAN	RATE	TOTAL
159 PRINCIPALS			0.00
160 PRINCIPALS			0.00
161 PRINCIPALS			0.00
162			0.00
163 EXTRAS			0.00
164 EXTRAS			0.00
165 EXTRAS			0.00
166			0.00
167 HAND MODEL			0.00
168 HAND MODEL			0.00
169			0.00
170 WARDROBE FEE			0.00
171 WARDROBE FEE			0.00
172 TEACHER/SOCIAL WORKER			0.00
173			0.00
			SUB TOTAL TALENT FEES
174 AGENCY FEE 20%			0.00
175 PAYROLL SERVICE 15%			0.00
176 TALENT EXPENSES			
	QUAN	RATE	TOTAL
177 TRAVEL			0.00
178 LODGING			0.00
179 PER DIEM			0.00
180			0.00
			SUB TOTAL TALENT EXP
181			SUB TOTAL TALENT
			0.00

TALENT PAYMENTS

ESTIMATING SOFTWARE

BlinkBid

The Commerce of Creativity

BLINK BID



EXCEL



NUMBERS

IMAGING III

WEEK 4

GO BID A JOB!

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