

BASIC FORMS

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YOUR LOGO

A logo is the identifying mark of your business and should be placed on every piece of business paperwork. This includes all of the forms provided in this chapter, as well as your letterhead, business card, and all promotional materials.

Your logo should look professional, so consider having it created by a graphic designer or print shop. It should also say something about the photography, service, or product you produce and deliver. It can be as simple or complicated a graphic design as your creative desires and pocketbook will allow. I use images from my shooting, different in each piece, as a logo. Some photographers use a camera or other item unique to the type of subjects they cover.



ABOVE—Sample logo.

LEFT—Sample business card.



TORY SMITH
2223 SECOND AVENUE
PHOTOTOWN USA 12345
TORY@SMITHPHOTO.COM
WWW.SMITHPHOTOS.COM

SALES CALL/PORTFOLIO LETTER



Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000

Date

Dear Mr. James:

One photograph may be worth a thousand words, but if it's the right image, it can be worth a hundred times that to the clients of James Advertising.

I make exciting photographic images that will help your clients sell their products in the widest possible range of markets. If you like the enclosed sample, you'll like what we can create together.

Allow me fifteen minutes of your time, and I'll share more of my images and some interesting ideas.

Sincerely,
Tory Smith
Smith Photography



Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000

Date

Dear Mr. James:

It was a pleasure meeting you yesterday. Thanks for taking the time to view my photography and for considering it for future projects with James Advertising.

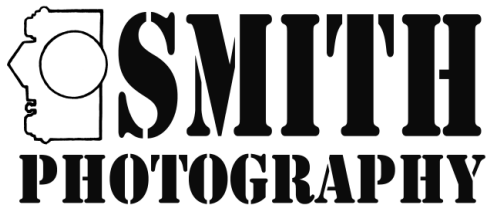
I was most interested in the extent to which your company plans to utilize visual images for future campaigns. I'm sure the addition of Creative Director Mary Pleasant to your staff is in part responsible for this exciting direction. Her many media awards from So-and-So Magazine are well deserved.

During our meeting you mentioned a potential location photography project with the Same Old Widget Company of Mill Town, USA. I am most interested in presenting an estimate to produce this location photography. Please let me know if you would like to see a comprehensive proposal to complete that project.

Thank you for considering my photography and visual marketing ideas. Should you desire to see any additional images, please call. I look forward to the possibility of working with the professionals at James Advertising.

Sincerely,
Tory Smith
Smith Photography

SALES CALL/PORTFOLIO FOLLOW-UP LETTER



Tory Smith
 2223 Second Avenue
 Phototown, USA 12345
 www.smithphtos.com

ESTIMATE

Shooting Date:		Today's Date:	
Agency:		Client:	
PO#:		PO#:	
Art director:		Representative:	
Phone:		Phone:	
E-mail:		E-mail:	
Billing address:			
Job description:		Shoot location:	
Usage:		Rights:	
Image format:		Equipment:	

EXPENSE	DESCRIPTION	ESTIMATED	ACTUAL
Photo Fees			
Materials			
Telephone			
Assistants			
Props			
Transportation			
Insurance			
Special Equipment			
Accommodations/Per Diem			
Miscellaneous			
TOTAL:			

THE NOT-SO-FINE-PRINT TERMS OF ESTIMATE

(This form should be printed on the reverse side of your estimate form.)

1. THIS IS AN ESTIMATE, not a bid or firm quote, to provide services and other items necessary to produce photography for the client and the proposed use stated on the front of this form. It's good for the next thirty (30) days and then subject to reconsideration.
2. The estimates for fees and expenses are based on your original layouts, job descriptions, and requested reproduction rights. We expect payment for all estimated expenses in advance of the job. They are subject to actual costs, which will be reported in the final invoice.
3. We understand budgets, approvals, and changes in creative needs. Please inform us should there be any changes, additions, or variations in your requirements, as they may affect the project's actual costs. The client for whom this work is ultimately made is also ultimately responsible for payment of fees and expenses incurred by the photographer in this project.
4. If you wish to accept our estimate and tie us into a firm quote for the service/fee portion of this estimate, do so by entering into a simple letter of agreement. Such an agreement is the place to cover cancellations, postponements, re-shoots, and other related items that may affect the project.
5. Your use rights are stated on both the estimate and the final invoice, which are granted upon payment. Nonpayment is an infringement of our copyright. We own the copyright to these images unless otherwise stated in writing on the final invoice. You are expected to provide copyright protection for us, at no charge, for each use.
6. You accept full liability for all uses and indemnify us against all claims for any improper, illegal, or outrageous uses. We maintain the right to use these photos in our own promotions and to resell any generic images.
7. WE WANT TO DO BUSINESS WITH YOU. If there are any questions, please call or e-mail us immediately. Should any legal disagreement arise from this project, let's attempt to settle it together. Should that fail, we reserve the right to arbitration or other legal action.

CONFIRMATION LETTER



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000

Date

Dear Mr. James:

I am pleased to have been selected to produce photography of “The New Widget” for a two-year advertising campaign you are conducting on behalf of the Same Old Widget Company of Mill Town USA.

According to your creative director, Mary Pleasant, our shooting will begin at 9:00am on July 1st, at the Same Old Widget plant in Mill Town. I have received Ms. Pleasant’s layouts for the principal shots and expect her to supervise at the site. The photo team, myself, and my production assistant have scheduled three days’ working time at the Mill Town plant.

We understand that a purchase order and check in the amount of \$0000, for one-half the photo fees and all estimated materials, travel, and related expenses, will be forthcoming. A complete invoice will be presented along with our final selection of images. In the event of a cancellation or postponement on your part less than three days prior to the photo team departure, the photo fees paid to date will be forfeited.

James Advertising and their client, the Same Old Widget Company, will receive written two-year unlimited use rights to the selected images upon payment of the final invoice. Additional rights are available and negotiable.

Thank you for using my photography for this project. I am looking forward to working with the professionals at James Advertising.

Sincerely,
Tory Smith
Smith Photography

LETTER OF AGREEMENT

This LETTER OF AGREEMENT sets forth the terms under which John Q. Photographer will provide services necessary to produce photographic images for James Advertising and their client, Same Old Widget Company.

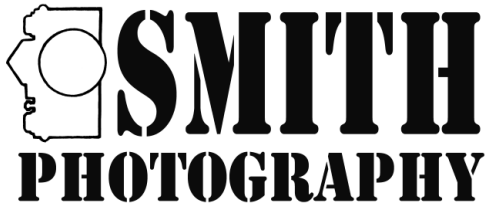
1. Tory Smith and assistant will provide three days' location photography of the New Widget, at the Same Old Widget Company in Mill Town, starting July 1st at 9:00am.
2. Tory Smith will provide all of the normal and necessary photo and lighting equipment to complete this project. In addition, he will procure and provide the necessary materials and client proofs.
3. James Advertising has provided a production memo, a copy of which is attached, stating the type and size of digital documents desired, composition parameters, and product placement needs. Mary Pleasant, Creative Director, will be present at the photo sessions to supervise and approve progress.
4. James Advertising will provide a check in the amount of \$0000, as advance payment one-half the photo fees, estimated materials, transportation, and location costs. In the event of a cancellation on your part, less than three days prior to the photo team departure, the photo fees paid to date will be forfeited. A copy of the photographer's estimate for these items is attached.
5. Tory Smith will provide a final invoice for the balance of fees and any outstanding expenses, along with receipts for expenses. Rights to image use commence upon payment of this photographer's invoice.
6. James Advertising and their client, the Same Old Widget Company, but no third parties, will receive two years' unlimited use for the selected images. Additional uses or extensions are available and negotiable.
7. Tory Smith retains the right to use the images, in their final campaign form, for his own promotion and to resell generic images.
8. In the event of any disagreement or failure to complete this agreement, Tory Smith retains the right to arbitration.

Tory Smith
Photographer

James James
James Advertising

Date

Date



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

PHOTO DELIVERY RECEIPT

Enclosed please find:

QUANTITY	FORMAT	SUBJECTS

Received by: _____

Please acknowledge receipt, item count, and terms by signing and returning top copy.

Holding or using images signifies your acceptance.

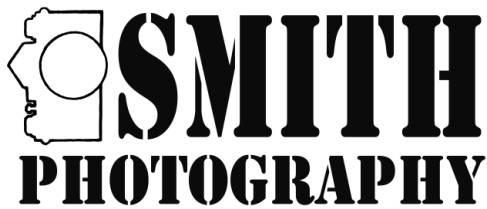
SUBJECT TO TERMS ON REVERSE SIDE

THE NOT-SO-FINE-PRINT TERMS OF PHOTO DELIVERY

(This form should be printed on the reverse side of your photo delivery receipt.)

1. The enclosed photos/discs are for your examination and consideration for future use. We expect this will take a reasonable length of time, up to thirty (30) days. Let us know if you need longer for consideration, otherwise we charge a weekly holding fee.
2. These images represent our best photos for your proposed use. Please treat the photos/discs as though handling valuable papers, cash, or similar items. They are worth a great deal over a lifetime of sales. Please use signed return receipts and insurance when shipping.
3. Our rates are based on each use, media placement, print quantity, market, and similar items. Let us know your planned uses, and we'll outline the costs. We understand budgets and value long-term business relationships.
4. We own the copyrights to these images, which remain with us unless negotiated and stated otherwise on our invoice. Your use rights are granted upon payment of our invoice. Nonpayment is an infringement of our copyright. You are expected to provide copyright protection for us, at no charge, for each use. You accept full liability for all uses and indemnify us against all claims for any improper, illegal, or outrageous uses. We maintain the right to use these photos in our own promotions and to resell generic and similar images.
5. Model- and property-released images say so on the accompanying paperwork and the final invoice.
6. We want to do business with you. If there are questions, please call or e-mail immediately. No matter how serious a problem, we'd like to discuss and settle it directly with you. Of course, if this doesn't work out, we retain the option of arbitration or other legal action.

YOUR CONSIDERATION OF MY WORK IS APPRECIATED!



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

INVOICE/GRANT OF RIGHTS

Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000

Date: _____

Description of Job:

As per attached shooting list and agreement.

Expenses:

_____\$	_____
_____\$	_____
_____\$	_____
_____\$	_____
_____\$	_____
_____\$	_____
_____\$	_____
_____\$	_____

Less Advance: - \$ _____

Amount Due: \$ _____

Unless otherwise indicated, payment of this invoice grants one-time, nonexclusive rights to the listed photography, and/or as per the written agreement with your company. A copy of that agreement is attached.

TERMS: Net 30 days. Monthly rebilling charge added to past due accounts.

THE NOT-SO-FINE-PRINT TERMS OF INVOICE/GRANT OF RIGHTS

(This form should be printed on the reverse side of your invoice/grant of rights form.)

1. **THANK YOU FOR DOING BUSINESS WITH US.** This invoice is only for the services, fees, and use rights stated on the front. You are purchasing the one-time, nonexclusive rights to the photography listed, or such rights that are stated in our agreement, a copy of which is attached. We own the copyrights to these images unless negotiated and stated otherwise on this invoice. Any electronic publishing, storage, or major manipulation requires additional compensation and written authorization by the photographer.
2. Terms are payment in 30 days, after which monthly rebilling charges will be added. Your use rights are granted upon payment in full of this invoice. Nonpayment is an infringement of our copyright. The client for whom this work is made is responsible for payment of fees and expenses incurred by the photographer in this project.
3. Our rates are based on each use, media placement, print quantity, market, and similar items. Please let us know if you have additional uses, and we'll negotiate costs. **WE UNDERSTAND BUDGETS AND VALUE LONG-TERM BUSINESS.**
4. We maintain the right to use these photos in our own promotions and to resell generic and similar images.
5. Model- and property-released images are noted as such in the accompanying paperwork and on the invoice.
6. **WE WANT TO DO BUSINESS WITH YOU.** If there are questions, please call or e-mail immediately. No matter how serious a problem, we'd like to discuss and settle it directly with you. Of course, if this doesn't work out, we retain the option of arbitration or other legal action.

WE APPRECIATE YOUR BUSINESS.

INVOICE PAST DUE LETTER

Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000



Date

Dear Mr. James:

Thank you for the press proof copies of the Same Old Widget Company's new national advertising campaign, which utilizes my photography. I am very pleased with the overall look of this campaign.

In looking through our receivables for July, I note that our invoice for the balance of this photography project is still outstanding. I'm sure this is an oversight by your busy accounting department. Your attention in this matter will be greatly appreciated.

Sincerely,
Tory Smith
Smith Photography

Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000
Date



Dear Mr. James:

My bookkeeper has informed me that James Advertising is now 120 days outstanding in payment of our invoice for the Same Old Widget Company's photography project. A copy of the invoice, which now includes several monthly re-billing charges, is enclosed. I have called to discuss this matter with your accounting department, to no avail.

Our invoice requires payment in thirty (30) days and states that your client's use rights are granted only upon payment. Nonpayment is an infringement of our copyright. The client for whom this work was made is also ultimately responsible for payment. Unless payment is received within ten (10) days, we will have no alternative but to take action to protect our copyright, and to seek payment directly from the Same Old Widget Company.

Your immediate attention to this matter would be appreciated.

Sincerely,
Tory Smith
Smith Photography

COLLECTION LETTER

ASSIGNMENT CHECKLIST

FORMS AND PAPERS

- ☐ Job layouts or descriptions
- ☐ Photo releases
- ☐ Purchase order
- ☐ Agency names/phone numbers/payment addresses
- ☐ Client names/phone numbers/addresses
- ☐ Materials estimate advance

MATERIALS AND EQUIPMENT

- ☐ Laptop computer
- ☐ Location cell phone
- ☐ Backup hard drive
- ☐ Walkie-talkies
- ☐ Memory cards
- ☐ Camera bodies
- ☐ Lenses
- ☐ Filters
- ☐ Strobe system
- ☐ Stands
- ☐ Clamps
- ☐ Sync cords
- ☐ Remote triggering device
- ☐ Reflectors
- ☐ Grids, filters, gels
- ☐ Power cords
- ☐ Tripods
- ☐ Plastic freezer bags
- ☐ Gaffer's tape
- ☐ Marking pens
- ☐ Garbage bags
- ☐ Tool kit
- ☐ First-aid kit
- ☐ Batteries for everything
- ☐ Flashlight
- ☐ Bug repellent
- ☐ Swiss Army knife
- ☐ Scissors
- ☐ Notebook
- ☐ Travel checklist

DOCUMENTS

- ☐ Passport (with extra photos and copies)
- ☐ Airline tickets (and copies)
- ☐ ATA Carnet (foreign customs guarantee)
- ☐ Customs regulations (copies)
- ☐ Equipment registration forms (U.S. Customs)
- ☐ Letter of credit
- ☐ Credentials (letter of introduction and press card)
- ☐ Emergency medical information
- ☐ Medical prescriptions
- ☐ Insurance papers
- ☐ Equipment list (copies)
- ☐ Personal (copies)

CONTACT INFORMATION (NAMES, ADDRESSES, PHONE/FAX NUMBERS)

- ☐ Tourist organizations, visitors and convention bureaus
- ☐ At home contacts
- ☐ Client
- ☐ Agency
- ☐ Family
- ☐ Business associates
- ☐ Airline(s)
- ☐ Hotels
- ☐ Family doctor
- ☐ Business lawyer
- ☐ On-location contacts
- ☐ Client and agency contracts
- ☐ Model agencies
- ☐ ASMP and PPA
- ☐ U. S. Information agency
- ☐ U. S. Embassy

PHOTO RELEASE

I give (Photographer's Name) permission to photograph myself and/or property, and to use or sell the materials in any manner he wishes.

Signed: _____

Name (Print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ E-Mail: _____

MINOR PHOTO RELEASE

I give (Photographer's Name) permission to photograph the below-named minor and to use or sell the materials in any manner he wishes.

Signed (Parent or Guardian): _____

Minor's Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ E-Mail: _____

PROPERTY PHOTO RELEASE

I give (Photographer's Name) permission to photograph the below named property, to which I have ownership and/or legal control, and to use or sell the photos in any manner he wishes.

Description of Property:

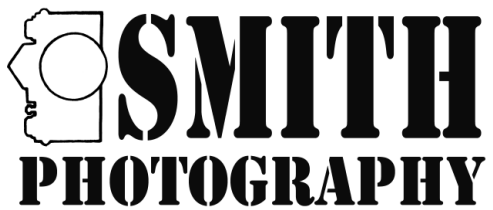
Signed: _____

Name (print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ E-Mail: _____



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

CASTING SHEET

Name: _____

Mailing Address: _____

Phone: _____

E-Mail: _____

Web site: _____

Social Security #: _____

Birth Date: _____

Height: _____

Weight: _____

Eyes: _____

Hair color: _____ Length: _____

Sizes

Suit: _____ Dress: _____ Shoes: _____

Shirt: _____ Pants: _____ Hat: _____

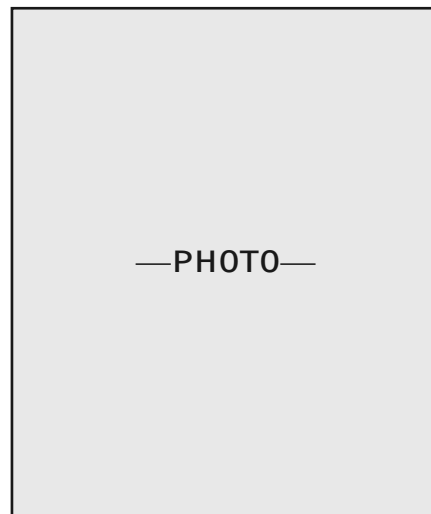
Bust: _____ Waist: _____ Hips: _____

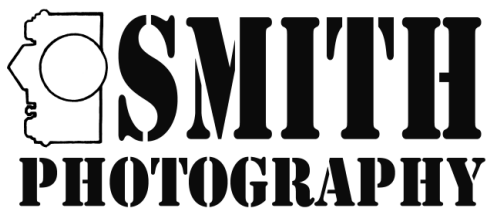
Agency: _____

Phone: _____ E-Mail: _____ Web site: _____

Representative: _____

SAG AFTRA SEG AFM AGVA WORK PERMIT





Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

LOCATION EXPENSES COVER PAGE

(ITEMIZED ON NEXT PAGE)

Location:

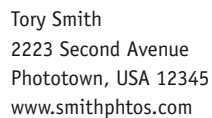
Subject:

Client:

Job Number:

Date:

Total Expenses:

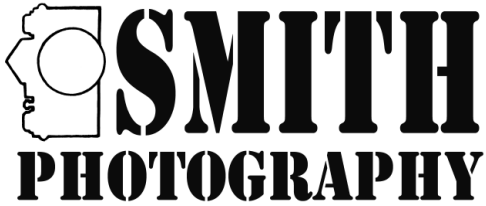


(SEE COVER PAGE FOR TOTAL)

134 BIG BUCKS SELLING YOUR PHOTOGRAPHY

MAKING CASH PAYMENTS

A statement of cash payment form should be used when buying services or products for which no receipt is provided and cash is the only accepted method of payment. Examples might include hiring an on-the-spot model, a fisherman's boat, paying someone to carry heavy equipment, or, most commonly, for payments made to taxi drivers when traveling abroad. By using this form, you are creating a written record of what was purchased, the amount paid, the date, and other particulars. The IRS will accept such paperwork for business expense deductions so long as your purchase is normal and necessary for the job at hand.



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

STATEMENT OF CASH PAYMENT

Date:

Vendor:

Address:

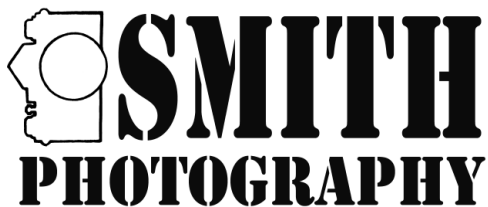
City:

Country:

DESCRIPTION OF ITEM/SERVICE	AMOUNT
TOTAL PAYMENT:	
Comments:	

RECEIVING CASH PAYMENTS

A statement of cash receipt form should be used when a company or person pays you in cash. On occasion, a client might wish to get a better price by paying cash at the time you photograph their product. This happens in foreign countries now and then. Another example might be a person who sees you make a scenic photo and wants to purchase a print. When they pay you in cash, you should provide a receipt (and a copy for your files), which will have an address to which you can ship the print. The IRS requires that you use a method such as this to keep track of all cash income.



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

STATEMENT OF CASH RECEIPT

Date:

Received from:

Address:

City:

Country:

DESCRIPTION OF ITEM/SERVICE	AMOUNT

TOTAL PAYMENT:

Comments:

JOB-COMPLETION FOLLOW-UP LETTER



Tory Smith
2223 Second Avenue
Phototown, USA 12345
www.smithphtos.com

Mr. James James
Vice President
James Advertising
1000 Madison Ave.
New York, NY 10000

Date

Dear Mr. James:

It has been a pleasure working with the professionals at James Advertising on the photography project for the Same Old Widget Company of Mill Town. I was especially impressed with the capabilities of Creative Director Mary Pleasant.

Thank you for considering and using my photography for this project. We are interested in participating in any future photography programs that may arise with James Advertising. Please feel free to call any time to discuss ideas.

Sincerely,
Tory Smith
Smith Photography