



Tax ID: 370-74-9391

ASSIGNMENT INVOICE

Mandi Borst
Director of Marketing

March 30, 2023
Invoice No: 2307

ARTISAN Management Group (AMG)

Optimum Real Estate Management (OREM)

Alice Patricia 3.24.23

Job Description:

Commerical Photography of Alice Patricia 3.24.23
Apartments 2 & 9
Fitness Center

Shooting Fees	375.00
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375.00

Subtotal	375.00
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Tax	0.00
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Grand Total	\$375.00
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Terms and Conditions:

[1] "Photographer" refers to Marcellus Amatangelo, author of the photographs and owner of the copyright in the work. "Image(s)" means all viewable representations furnished to client by photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) years from the date hereof and to usage in Internet marketing and print marketing media in the territory of the United States. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on any cover or inside any publication other than Artisan Management Group/Optimum Real Estate Management websites or Google Business listing maybe used for promotional or advertising purposes without the express permission of Photographer and the payment of additional fees. No rights are transferred to Client unless and until Photographer has received payment in full. The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage.

OPTION [3A] Alterations: Client will not make or permit any alterations, including but not limited to additions subtractions or adaptations in respect of the Images, alone or with any other material, including making digital scans

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unless specifically permitted on the reverse side. (should let me alter image, no charge for best/optimum result)OR

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[3B] Alterations: Client may not make or permit any alterations, including but not limited to additional, subtractions, or adaptations in respect of the Images, alone or with any other material, including making digital scans unless specifically permitted on the reverse side, except that cropping and alterations of contrast, brightness and color balance, consistent with reproduction needs may be made OR

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[3C] Alterations: Client may make or permit any alterations, including but not limited to additions, subtractions, or adaptations, in respect of the Images alone or with any other material, including making digital scan, or any copy however made digitally or non-digitally.

[4] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[5] Assumption of Risk: Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability. Client shall indemnify Photographer against claims, liability, damages, and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

[6] Transfer and Assignment: Client may not assign or transfer this agreement, or any rights granted under it. This agreement binds Client and insures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for fees or expenses which could not be confirmed in writing because of insufficient time. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state.

[7] Disputes: Except as provided in (11) below any dispute regarding this agreement shall, at Photographer's sole discretion, either:

(1) be arbitrated in Polk County, IA under rules of the American Arbitration Association and the laws of Iowa; provided, however, that the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$5,000 or less may be submitted without arbitration to any court having jurisdiction thereof. OR

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(2) be adjudicated in Polk County, IA under the laws of Iowa. (3) In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award judgment in the event of any award or judgment in favor of Photographer.

[8] Federal Jurisdiction: Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended.

[9] Reshoots: For any reshoot required because of act of God or the fault of a third party, Photographer will charge no additional fee, and Client will pay all expenses. If Photographer charges for special contingency insurance and is paid

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in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

[10] Cancellations and postponements: Client is responsible for payment of all expenses incurred up to the time Photographer receives actual notice of cancellation, plus 50 percent of Photographer's fee. If notice of cancellation is given less than (2) business days before the shoot date, Client will be charged 100 percent fee. Weather postponements: Unless otherwise agreed, Client will be charged 100 percent fee if postponement is due to weather condition on location and 50 percent fee if postponement occurs before departure to location.