

[Barry M. Robinson Photography](#) is located in Toronto and specializes in still life, product and food photography. I've written this guide to clarify my business practices. If you have any questions or concerns please let me know; changes can be made to accommodate unusual or unique circumstances. I offer:

- creative imaging solutions for tight budgets
- flexibility in image licensing
- detailed estimates and invoices
- small studio for fast turnaround
- extreme enthusiasm and fanatical attention to detail

Digital Imaging

Most of my work is delivered in digital form as an RGB-TIFF (Adobe RGB colour space) with an embedded [ICC profile](#). I follow [UPDIG \(Universal Photographic Digital Imaging Guidelines\)](#) for digital image delivery. If required, I can provide web ready images in JPEG format (sRGB colour space), sized to your requirements. Images can also be converted to CMYK for printing and publications; if you require this service please supply me with the ICC profile from your printer or publication. You may adjust the colour balance, contrast, brightness and cropping of the image to suit the use and the method of reproduction. Any extensive retouching or image manipulation should be discussed with me prior to the shoot for both technical and legal reasons (see Model and Property Releases following). A critical part of evaluating digital images is a proper colour managed viewing environment. If you're not currently using a colour managed workflow I'll be happy to put you in contact with local experts in colour reproduction and colour management. I suggest that you have the person doing image adjustments or conversion provide you with a contract proof prior to final reproduction. Please note that I do not supply camera raw files to clients.

Estimates and Pricing

The pricing of photographic illustration from Barry M. Robinson Photography is by written estimate only and is based on a number of factors including the complexity of the shoot, number of images required, media and use. My terms and conditions, which form part of each estimate, are industry standard (similar to terms and conditions in ASMP/CAPIC contracts). All of my estimates are supplied broken down with the Creative fee and Licensing fee listed separately from Production charges to make comparison easy.

Creative fee: Based upon the complexity of the image and includes basic studio services.

License fee: Sometimes called a usage fee. Based on how the image is to be used; e.g. geographic distribution, media, size, number of copies. Licenses are written using the [Picture Licensing Universal System \(PLUS\)](#). Please note: My policy is to recalculate the licensing fee to take into account changes in your usage. If, for example, you decide not to use an image, the license can be canceled (you are still responsible for the creative fee and the production charges). You can also add to your usage and take advantage of discounted usage rates. This policy is in effect up to 30 days from the date of the invoice. If your usage changes, please contact me as soon as possible.

Production charges: Charges for items and services required to create the image. This includes, but is not limited to, digital retouching, digital file conversion (e.g. RGB to CMYK), creating clipping paths, outside services such as stylists, rental of specialized equipment, prop rental, delivery and courier services.

If you wish to compare my pricing with another photographer, please feel free to do so but please make sure that we're both working from the same specs, including usage, and that we both have the same, relevant information. Should your requirements change I'll be happy to provide another estimate based on the changes. To begin work I require that the client return two signed copies of the estimate (I will countersign both and return one to the client). Estimates do not include Federal or Provincial Sales taxes; applicable sales taxes are charged on the final invoice amount.

Please note that I do not supply receipts for expenses to clients. As an independent contractor, I am required to retain these receipts for tax purposes. Receipts may not reflect the true expense which can include other charges associated with the item. Finally, in the competitive environment of commercial photography, I prefer to keep my suppliers confidential.

Accounts and Payments

Estimates and invoices are in Canadian dollars. All clients, with the exception of accredited advertising agencies, and large publicly held corporations, are C.O.D. until credit has been approved. If you are exempt from paying Ontario Sales Tax you *must* provide a properly filled out, dated and signed [Purchase Exemption Certificates \(PECs\)](#) with your order (this is a

requirement of the Ontario Ministry of Finance). For more information about Ontario Retail Sales tax and photographic services see [RST Guide 509 - Photographers](#), Ontario Ministry of Finance Tax Office. My Federal Business Number (GST number) appears on all of my invoices.

Copyright Licensing

Copyright licensing has evolved as a method of value-based fair pricing which benefits both the client and the photographer. The price of the license depends upon the medium (i.e. magazine, web), geographic area, time period and the circulation. Like most professional photographers I do not "work for hire" (a term used in U.S. Copyright law to describe a work made as part of an employer/employee relationship).

You purchase the right to use an image for a particular purpose and period of time. A small company that only advertises locally ends up paying less for an image than a large company conducting a national advertising campaign. You can easily purchase additional usage as required; this also lets you spread the cost over a longer time period. I offer flexible licensing terms. Copyright licensing is supported by trade practice in both Canada and the United States.

One question that sometimes comes up is that of exclusive rights. The client who commissions the image has exclusive use of that image for the time period of the first license (this will be indicated in the licensing information on the estimate and on the invoice). In the case of images that are sensitive for trademark or proprietary reasons, I will provide licensing terms for your protection.

Model and Property Releases

Whenever possible I have models and property owners sign standard release forms (please contact me for copies of my standard release forms). I provide you, the client, with copies. It is up to the end user to make sure that any releases, if provided, are sufficient for the intended use. Please be aware that the term "model" in this context means any identifiable person in the image including your employees, friends and family. Model and property releases are extremely important if you're going to use the images in your advertising. For products or uses that may be deemed objectionable by the model (sensitive subjects) or if the image will be digitally manipulated, a custom model release may be necessary. In this case you should consult a lawyer specializing in this area of the law prior to the shoot. The laws governing model releases vary by country, province and state.

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<http://www.barrymrobinson.com>