



Purchasing Department
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<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT
GMU-11592-19-02**

This Contract entered on this 27 day of August 2019 by John Boal Photography, LLC hereinafter called "Contractor" (located at 4520 King Street #708, Alexandria VA 22302) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide Photography Services for Intercollegiate Athletics (ICA) and Antonin Scalia Law School of George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One year from date of contract execution with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** See Attachment A-**Pricing Schedule**
- V. **CONTRACT ADMINISTRATION:** Mary Jane Piemonte, Recruiting and Program Manager, Career and Academic Services, Antonin Scalia Law School shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Option #3 Net 30 Payment terms
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Attachment A-**Pricing Schedule**
 - C. RFP No. GMU-1592-19, in its entirety (incorporated herein by reference);
 - D. Contractor's proposal dated July 23, 2019 (incorporated herein by reference);
 - E. Negotiation Responses dated August 11, 2019 (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and in particular § 23.1-1003 of the Restructuring Act ("Memoranda of Understanding"), and the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **STANDARD TERMS AND CONDITIONS:**
 - A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
 - B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other

organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **AUTHORIZED SIGNATURES:** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. **BACKGROUND CHECKS:** Contractor and their employees coming on to any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- J. CHANGES TO THE CONTRACT: Changes can be made to any resulting contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. George Mason University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by George Mason University or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason University may have.
- R. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.
- S. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

- U. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- V. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- W. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- X. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- Y. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- Z. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
- I. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations

coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- AA. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
- BB. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- CC. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- DD. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- EE. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- FF. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- GG. **SOC/SSAE16:** To facilitate compliance with SSAE16, Contractor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at pnicholl@gmu.edu or other representative identified by the University. Contractor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report

with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.

- HH. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- II. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- JJ. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.
- KK. **UNIVERSITY REVIEW APPROVAL:** All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.
- LL. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

John Boal Photography, LLC


Signature
Name: John Boal
Title: Owner/Photographer
Date: Aug 27, 2019

George Mason University


Signature
Name: JAMES F RUSSELL
Title: DIRECTOR
Date: 8/22/19

ATTACHMENT A: GMU-1592-19-02

SECTION VI: FEES INTERCOLLEGIATE ATHLETICS (EVENTS AND PORTRAIT SESSIONS)

GMU ICA SPORTING EVENT PHOTOGRAPHY FEES (includes post-processing such as color correction, re-touching, sharpening, resizing of images):

(up to 4 hours)	\$750
(up to 8 hours)	\$1350
Any additional photographer for conflicting event at same price	
SECURE ONLINE GALLERY/ELECTRONIC DELIVERY	\$75 per photographer
TRAVEL/PARKING	TBD
SUB-TOTAL ICA SPORTING EVENT FEES (1-2+ Photographers)	\$825-2850+

INTERCOLLEGIATE ATHLETIC PORTRAIT SESSION FEES (includes post-processing such as color correction, re-touching, sharpening, resizing of images and delivery):

1) ATHLETE HEADSHOT SESSIONS (3-5 mins per person, 1 final image, selected on-site or gallery)

UP TO 2 HOURS	\$1200
2 - 4 HOURS	\$1800
4 - 8 HOURS	\$2400

EXPENSES:

MEALS for Crew (applies only to 4 - 8 hour days) \$20/crew	\$40
FIRST ASSISTANT (digital tech, lighting, prep): 2 hr session	\$250
4-8 hr session	\$350

SUB-TOTAL ATHLETE HEADSHOT SESSIONS \$1450-2790

2) ATHLETES PORTRAIT SESSIONS (10-15 min per person, 2 final selects, via online gallery)

UP TO 4 HOURS	\$1800
UP TO 8 HOURS	\$2400

EXPENSES:

FIRST ASSISTANT (digital tech, lighting, prep: \$350/day):	\$350
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SUB-TOTAL ATHLETES PORTRAIT SESSION \$2150-2750

3) ENVIRONMENTAL PORTRAIT SESSIONS (5-10 final images selected via online gallery)

PER PERSON: \$550

EXPENSES:

SECURE ONLINE GALLERY (for review)/ELECTRONIC DELIVERY OF FINAL IMAGES	\$75
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FIRST ASSISTANT (lighting, prep):	\$250
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SUB-TOTAL ENVIRONMENTAL PORTRAIT SESSION (per person) \$875

ADDITIONAL ON-SITE PRINTING FEE \$250

PER PRINT	\$10
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EXPENSES:

PRINT ASSISTANT (digital tech, lighting, prep: \$350/day):	\$350
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Print assistant is in addition to any other assistants already on set.

MEALS (\$20/crew, applicable only for 4-8 hour days) \$40

SUB-TOTAL FOR ADDITIONAL ON-SITE PRINTING CAPABILITIES: \$740

Section VII. (IX.B.1) Antonin Scalia Law School Faculty/Staff Portraits

Job Description:

Portrait/Headshots of Faculty/Staff at GMU Antonin Scalia Law School photographed on gray seamless backdrop at location TBD. Portraits will be shot from waist up, allowing for gestures and providing room to crop. Faculty/Staff will make preliminary selects on site from laptop. Photographer will process images and provide gallery for faculty/staff to make final selects. Faculty/staff will receive 1 final image. Each faculty/staff member will be allotted 15 minutes per session. Photographer agrees to photograph this job with high-resolution digital camera, providing their own photography, lighting and computer equipment as necessary. GMU agrees to validate parking or accept costs on invoice.

Location: TBD

Usage Rights: Non-exclusive, rights licensed to GMU School of Law Faculty/Staff to be used for social media and GMU Law website(s) and any self-promotion. GMU Law also receives third party usage rights for faculty or staff to distribute their photo to any third party as needed. The Photographer retains sole copyright and ownership of all images taken for this assignment. The Photographer will only make reproductions for GMU Law or for the Photographer's portfolio, samples, self-promotions or website. If the Photographer wishes to make other uses, the Photographer shall not do so without first obtaining the permission of GMU Law.

PHOTOGRAPHY PACKAGE RATES

(includes post-processing such as color correction, light re-touching, sharpening, resizing of images and delivery):

UP TO 4 HOURS \$1800
UP TO 8 HOURS \$2400

THIRD PARTY USAGE: \$250

EXPENSES:

FIRST ASSISTANT (*digital tech, lighting, prep: \$350/day*): \$350
MEALS (applicable only for 4-8 hour days) \$40

SUB-TOTAL FACULTY/STAFF PORTRAITS \$2400-3040

Section VIII. (IX.B.2) Antonin Scalia Law School Student Headshots

Job Description:

Description of Services: George Mason University Law Students headshots to be photographed at location TBD. Each participant receives 1 final select, as determined on site via laptop. Each participant receives a postcard with a download code, allowing them to download their photograph via private web gallery within 10 minutes of the completion of the portrait session. Headshots and image selection to be done within 5 minutes per student. Photographer agrees to photograph this job with high-resolution digital camera, providing their own photography, lighting and computer equipment as necessary. GMU agrees to validate parking or accept costs on invoice.

Usage Rights:

Non-exclusive, rights licensed for use in general public relations. PR use includes web publication, social media, in-house publications, press kits. Licensing rights commence with the first appearance of first insertion. Client has rights to the selects only. Photographer retains sole ownership and copyright of all photographs resulting from the assignment.

PHOTOGRAPHY FEES (includes post-processing such as color correction, light re-touching, sharpening, resizing of images and delivery):

UP TO 2 HOURS	\$1200
2 - 4 HOURS	\$1800
4 - 8 HOURS	\$2400

EXPENSES:

MEALS for Crew (applies only to 4 - 8 hour days)	\$20/crew	\$60
FIRST ASSISTANT (<i>digital tech, lighting, prep</i>):	2 hr session	\$400
	4 hr session	\$600
	8 hr session	\$750
SECOND ASSISTANT (<i>lighting, prep</i>)	2 hr session	\$250
	over 2 hours	\$350

SUB-TOTAL ANTONIN SCALIA LAW SCHOOL STUDENT HEADSHOTS **\$1850-3560**

Section IX. (IX.B.2) ADDITIONAL SERVICES

(7th and final bullet point under IX.B.2 Student Headshots):

"...Additional photography services occur on an ad hoc basis and may include photographing law school alumni at various locations..."

Job Description:

Description of Services: Portrait photography of Alumni of GMU Antonin Scalia Law School to be featured on GMU School of Law website and/or PR and Marketing materials. Alumni will be photographed on location TBD. Student portraits will be performed in one day. The alumni portraits will be performed at their respective places of business. GMU will obtain 2 final selects of each student and alumni. Photographer agrees to photograph this assignment with a high-resolution digital camera and provide edited high-resolution images for review selection via web gallery.

Usage Rights:

Non-exclusive, rights licensed for use in general public relations. PR use includes web publication, social media, in-house publications, press kits. These licensing rights cannot be transferred to a third party by GMU School of Law. If third party usage is needed, the re-negotiation of the terms set in this contract is required and additional fees may be assessed. Licensing rights commence with the first appearance of first insertion. Client has rights to the selects only. Photographer retains sole ownership and copyright of all photographs resulting from the assignment.

PHOTOGRAPHY FEES (includes post-processing such as color correction, re-touching, sharpening, resizing of images):

PER PERSON:	\$550
EXPENSES:	
SECURE ONLINE GALLERY (for review)/ELECTRONIC DELIVERY OF FINAL IMAGES	\$75
<u>FIRST ASSISTANT (digital tech, lighting, prep):</u>	<u>\$250</u>
<i>SUB-TOTAL FEES PER ALUMNI PORTRAIT</i>	
<i>(As per "Additional Services" outlined in Student Headshot section, IX.B.2):</i>	\$875

Section X. (IX.C) All other Departments (Event pricing)

Job Description:

Event photography for All Other Departments of GMU. Pricing reflected is for standard PR event photography which is limited to candid and posed photographs of attendees and participants of general events not including Intercollegiate Athletic sporting events. These events may include but are not limited to: award receptions, luncheons, networking events, speaker series, etc. Any additional requests such as headshots or professional portraits require additional fees. Photographer agrees to photograph this assignment with a high-resolution digital camera and provide edited high-resolution images for download via web gallery within 2 days of the event. GMU agrees to validate parking or accept costs on invoice.

Usage Rights:

Non-exclusive, rights licensed for use in general public relations. PR use includes web publication, social media, in-house publications, press kits. These licensing rights cannot be transferred to a third party by GMU. If third party usage is needed, the re-negotiation of the terms set in this contract is required and additional fees may be assessed. Licensing rights commence with the first appearance of first insertion. Client has rights to the selects only. Photographer retains sole ownership and copyright of all photographs resulting from the assignment.

PHOTOGRAPHY FEES (includes post-processing such as color correction, re-touching, sharpening, resizing of images):

PHOTOGRAPHER FEES/USAGE:	\$150/hr
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ADDITIONAL PHOTOGRAPHERS:	\$150/hr
EXPENSES:	
Post-processing/retouching (1 photographer):	
<i>Event lasts up to 4 hours</i>	\$200
<i>Event lasts up to 8 hours</i>	\$400
Post-processing/retouching (2 or more photographers)	
<i>Event lasts up to 4 hours</i>	\$350
<i>Event lasts up to 8 hours</i>	\$600
ONLINE GALLERY/ELECTRONIC DELIVERY	\$75
