

## ***Texas Highways* Magazine**

### **Photographer's Agreement**

Date: 05/09/2011  
Name: Randy Mallory  
Address: Tyler, Texas

Dear Randy:

We look forward to working with you on the topic, Edom, scheduled for Feb. 2012. Please confirm the terms of your assignment by signing this agreement and returning it within five days to *Texas Highways* Magazine, P.O. Box 141009, Austin, TX 78714-1009. (Street address: 200 East Riverside Drive, Austin, TX 78704) Please remember that this agreement does not serve as an invoice.

1. ONE TIME USE RIGHTS Photographs to be provided: (Edom, Due Nov.1)
2. Assignment of Rights: You agree to grant *Texas Highways* exclusive first North American Serial Rights to the photographs. These rights allow for the incidental foreign distribution of the magazine. You agree to allow *Texas Highways* the right to use the photographs subsequently in reprints and collections of *Texas Highways* material. You agree that *Texas Highways* may use your photographs on the *Texas Highways* Web site, for an additional fee of \$15 per image. Finally, you agree that *Texas Highways* may use your name, likeness, and reproductions of the photographs in connection with the publication, advertising, and promotion of the magazine, including a poster of the cover. Photographer may request this poster be sent to him at photographer's expense. Unclaimed cover posters will be sold at cost in the *Texas Highways* Magazine Gift Store.
3. Review and publication: When the photographs are accepted for publication, *Texas Highways* reserves the right to retain the photographs for two years from the date of their receipt. In the event of publication, you will be given proper credit as the photographer. Photos will be returned within 4 weeks of the magazine's on-sale date.
4. Compensation: *Texas Highways* will, after receipt and acceptance of the photographs, pay your invoice for the assignment, for up to 2 days @ \$300 per day, plus expenses. Mileage is paid @ \$0.55 per mile, up to \$75 per shoot day for post production, up to \$85 per night for lodging, and up to \$36 per day for meals for over night assignments. Once the issue prints, we will calculate the space rate according to our standard rates, and subtract the assignment fee only. If the space rate exceeds the assignment fee, you will need to invoice *Texas Highways* once the magazine notifies you of the correct amount to be billed.
5. Warranties: You warrant that you are the sole photographer of the photographs covered by this agreement-the photographs are original and will not be published elsewhere within one hundred twenty (120) days of the on-sale date of the issue of *Texas Highways* in which the photographs appear; you have not previously assigned, pledged or authorized the publication of the photographs or otherwise encumbered the same; the photographs do not contain unlawful material or material that violates any individual's rights, or the rights of any firm or corporation, you have not and will not make any commitment inconsistent with the terms of this agreement,; and you possess the full authority and rights to enter into this agreement and convey the rights herein granted to *Texas Highways*.

This is not a contract for personal services and the parties agree that you are not an employee of *Texas Highways*. You are undertaking the preparation of these photographs as a free-lance photographer. Payment of expenses incurred in performance of this agreement is to be negotiated with the photography editor and no expenses are to be incurred or paid without the photography editor's prior authorization.

If you accept the terms of this agreement, please sign and date this document and return it to *Texas Highways* Magazine, P.O box 141009, Austin, Texas 78714-1009. The other copy is for your records.

AGREED:

BY: RANDY MALLORY  
Photographer's Name (Please print.)

BY: \_\_\_\_\_ DATE 8/31/11  
Photographer's Signature

Please check below whether you are a Texas Department of Transportation (TxDOT) employee, or an immediate family member of a TxDOT employee (as defined below).

☐ Yes ☒ No

TxDOT Conflict of Interest Policy concerning interest in a project:

Employees will not have, either directly or indirectly, any monetary interest in any contract or subcontract in connection with a department project. This prohibition extends to the employee's immediate family, which includes those individuals related by kinship, adoption, or marriage, who are living in the same household; or foster children living in the same household and certified by the Texas Department of Family and Protective Services; or a spouse, child, or parent of the employee who does not live in the same household and who needs care and assistance as a direct result of a documented medical condition.