



Phoenix Photography

801-663-4352
@PhotosbyPhoenix
www.facebook.com/PhoenixsPhotos

Phoenix_Photo@hotmail.com
#photog_phoenix

Contract for Photography Services

This Agreement is made effective for all purposes in all respects by and between _____ and _____, hereinafter referred to as the "Client(s)", and Phoenix Photography, hereinafter referred to as the "Photographer(s)", relating to the event(s) detailed below, hereinafter referred to as "The Event(s)".

Event: _____
Date of Event: _____
Start Time: _____ Ending Time: _____
Number of Hours requested: _____

Name of Location: _____
Address: _____
Phone: _____

Other Times/Arrangements and Services agreed on:

Event: _____
Date of Event: _____
Start Time: _____ Ending Time: _____
Number of Hours requested: _____

Name of Location: _____
Address: _____
Phone: _____

Additional Information: _____

Client – Name: _____
Address: _____

Email: _____
Phone: _____

Client – Name: _____
Address: _____

Email: _____
Phone: _____

Additional contacts must be able to be contacted on the day of the event.

Additional Contact - Name: _____
Email: _____
Phone: _____

Additional Contact - Name: _____
Email: _____
Phone: _____

Amount agreed: Phoenix Photography charges \$50 an hour or \$75 an hour for two photographers.

Number of Photographs: It averages out to be around 100 photos an hour. This number can vary due to down times, lateness of party members/guests, weather, etc. We do our best to take as many pictures as we can so the event is well covered.

Booking Fee/deposit: The booking fee is 50% and is non-refundable. The booking fee is due on signing this agreement to hold date and will be applied to the final payment. **The balance of the amount agreed is due three days before the day of the event.** In the event the Clients fails to remit payment as specified, the Photographer shall have the right to **immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the Event.** Returned checks will be assessed a \$30.00 non-sufficient funds fee.

The Clients agree to provide a meal for the Photographer if the length of attendance exceeds five hours.

In the event of the Clients cancelling the event for whatever reason the booking fee is non-refundable. It will be considered as liquidated damages to the Photographers.

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

Confirmation: A signed “Contract for Photography Services” and payment of the booking fee are necessary to confirm the stated services from the Photographer. If the Event is rescheduled, postponed, or cancelled; or if there is a breach of contract by the Client, the booking fee is non-refundable and shall be liquidated damages to the Photographer. The Client shall also be responsible for payment for any of the Photographer’s materials charges incurred up to time of cancellation.

Pre-Event Consultation: This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required the Clients are welcome to arrange another meeting for an additional chat closer to the time of the event to go over final details. Notification of any changes in schedule or location must be made in a timely manner.

Cooperation: We recommend that the Photographer be provided with a helper who will point out key individuals to be photographed. The Photographer may also require their assistance in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key events at the event to give the Photographer time to prepare (e.g. Bouquet throwing, cutting the cake, speeches etc.). Please note that not all guests like having their photo taken. In such cases the Photographer will use discretion but cannot be held responsible for a lack of photos of these people.

Safety: The Photographer reserves the right to terminate coverage and leave the location of the Event(s) if the photographer experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the Event; or in the event that the safety of the photographer is in question.

Event Schedule: The Client and the Photographer agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. In cases where the event does not run on time (for example, extreme lateness by one of the Clients arriving), shooting commences at the scheduled start time and ends at the scheduled end time. If the Client does not arrive at the appointed time for the Event, shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the Client.

Travel Expenses: All travel expenses are based on the distance between the Event location(s) and the Photographer’s studio address. For all Events, the first 50 miles roundtrip of travel are included. All miles in excess of 50 miles roundtrip are charged at \$.20 per mile.

Paparazzi Event Guests: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation, the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the event services described above. We cannot be held liable for a lack of event photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

Responsibilities: The Photographer is not responsible for compromised coverage due to causes beyond the control of the Photographer including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, schedule complications, incorrect addresses provided to the Photographer, rendering of decorations, or restrictions of the locations. The Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage.

Venue and Location Limitations: Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example, some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances, the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary, negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer will offer technical recommendations only.

Permits: The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services.

Copyright Law: The photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved). The Photographer grants the Clients permission to make copies of the images under the following conditions:

1. The images taken by the Photographer are for personal use by the Clients and their friends and relatives.
2. Photographs are not to be edited in order to remove the photographers watermark.
3. Upon the Client's receipt of the photographs, the Photographer grants the Client permission to share the images on social networking websites, with family and friends, as long as the images remain unaltered and textual credit is explicitly given to the Photographer. The Client is not given permission from the Photographer to publish or sell the photographs.

Model Release: The Clients grant the Photographer the irrevocable and unlimited consent to use and publish the photographs of the Clients or in which the Client may be included, for editorial, trade, competition, advertising, educational, promotional, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Clients hereby releases the Photographer from all liability and claims in connection with the images. The Client also releases all claim to profits that may arise from use of images.

Limit of Liability: In the unlikely event that the assigned Photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the Photographer, the Photographer will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the Event.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Photographer's control, including but not limited to camera, hard drive, or equipment malfunction, the Photographer's liability is limited to the return of all payments received for the Event. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The Photographer is not liable for the loss of images beyond the final delivery of all products.

Capture and Delivery: The Photographer is not liable to deliver every image taken at the event. The determination of images delivered to the Client is left to the discretion of the Photographer.

A USB Flash Drive of edited pictures will be made available to the customer 6-8 weeks after session.

Additional Flash Drives \$10.00

Post Production and Editing: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the Photographer.

Clients and Photographer have duly affixed their signatures on this _____ day of _____, 20_____.

Print Client

Signature

Print Client

Signature

Print Photographer

Signature