



Photography Agreement

Client's Name: _____ Phone: _____

Address: _____

City, State, Zip Code: _____

Email: _____

Event Date: _____ Event Time: _____

Time Photography Starts: _____

Event Location: _____

Reception Location : (for weddings only) _____

Other shooting dates and times agreed on: _____

Photography Fee agreed upon _____

A retainer of 25% in the amount of _____ is due at the signing of this agreement, with the balance of _____ to be paid no later than one week before the date of the event. The retainer will be credited toward the entire purchase.

ENTIRE AGREEMENT: This agreement contains the entire understanding between D&M Photo and the CLIENT. 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 the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and retainer fee are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. If the bride or groom's late arrival prevents the photographer from taking requested photographs, the photographer shall not be held liable.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. D&M Photo recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. D&M Photo is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to D&M Photo.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and D&M Photo agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; D&M Photo will offer technical recommendations only.

IMAGE FILES and COPYRIGHTS: Upon final payment by the CLIENT, *limited* copyright ownership of the resulting images will be transferred to the CLIENT under the following conditions:

If the original digital image file (with full digital resolution) was purchased, the digital images and prints are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

EXHIBITION: CLIENT grants D&M Photo permission to display selected images resulting from this assignment as an example of D&M Photo's work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to D&M Photo and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases D&M Photo and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, D&M Photo will make every effort to secure a replacement photographer. 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 package. D&M Photo takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event photographs have been lost, stolen, or destroyed for reasons within or beyond D&M Photo's control, D&M Photo liability is limited to the return of all payments received for the event package. 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.

SECURITY RETAINER: In the event of cancellation, the retainer is non-refundable. It shall be liquidated damages to D&M Photo in the event of a breach of contract by CLIENT.

COMPLETION SCHEDULE: Proofs and a photo CD will be provided as soon as possible, but no later than two weeks after the scheduled event.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (Client)

Date _____