This contract constitutes the agreement between Novel Photos ("NP"), and (Client Name) ("Client") for photography services on (Session Date, Session Time) at (Location Description and Address) ("Agreement").

**PHOTOGRAPHY SERVICES TO BE PERFORMED BY NOVEL PHOTOS:**

* \_\_\_\_\_\_ hour(s) of photography services
* Up to 30 minutes of pre-event prep time included at NP's discretion unless otherwise outlined below
* At least \_\_\_\_\_\_\_\_\_ proofs made available for viewing and downloading at www.NovelPhotos.Instaproofs.com (password protected if requested)
* Basic editing of photographs unless otherwise outlined below
* General print release for the Client unless commercial release is needed
* Archiving of photos included for 12 months unless otherwise outlined below
* Other products and services, as outlined below:
	+ Additional prep time - \_\_\_\_\_\_\_\_\_ hours
	+ Retouching - \_\_\_\_\_\_\_\_\_\_ images
	+ Rehearsal Attendance. If so, number of hours - \_\_\_\_\_\_\_\_\_\_ hours
	+ # of Photographers - \_\_\_\_\_\_\_\_ photographers
	+ Formal background and/or lighting - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (description)
	+ Travel over 25 miles one way from NP's address - \_\_\_\_\_\_\_\_\_\_\_
	+ Other - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT'S FEES AND PAYMENT:**

* **PAYMENT DETAILS:** The Client agrees to pay NP the "Total Package Amount" as listed below for the products and services outlined in this Agreement, broken down as follows:
	+ Photography Session with 1 Photographer: #hours x $\_\_\_\_/hour = total session fee, 1 photographer
	+ Photography Session with 2 Photographers:  #hours x $\_\_\_/hour = total session fee, 2 photographers
	+ Images: $\_\_\_\_\_\_\_
	+ Additional Prep Time: #extra prep hours x $\_\_\_/hour = $total additional prep time fee
	+ Retouching: #retouched images x $\_\_\_/image = $total retouch fee
	+ Rehearsal Attendance for 1 Photographer: #hours of rehearsal attendance x $\_\_\_/hr = $total rehearsal fee, 1 photographer
	+ Rehearsal Attendance for 2 Photographers: #hours of rehearsal attendance x $\_\_\_/hr = $total rehearsal fee, 2 photographers
	+ Formal Background and/or Lighting: (background/lighting description) - $background/lighting fee
	+ Travel fee: # of additional miles x $\_\_/mile over 50 round trip = $total travel fee
	+ Other: $"Other" fee
* **TOTAL FEES**
	+ TOTAL OF ABOVE CHARGES: $Gross Total
	+ Package Discount: $package discount
	+ TOTAL PACKAGE AMOUNT: $total amount
	+ Credit/Debit Card Use fee: 3% of $photography total fee = $Paypal fee
* **SCHEDULE OF PAYMENT:**
	+ $Deposit Amount - due upon signing this Agreement ("Deposit"); and
	+ $Final Payment Amount - final payment, due prior to Session Date.
* **PAYMENT OPTIONS:**
	+ Venmo: @novelphotos
	+ Check: Tracy Riggs at 6236 Kestral View Rd, Trussville, AL 35173
	+ Credit/Debit Card: www.NovelPhotos.com/payment-options
	+ Cash: Given to Tracy or Travis at Novel Photos in person only
	+ If the Client needs an invoice, it must be requested in writing through email or mail.

**CLIENT'S RESPONSIBILITIES:**

* **RESERVATION:** The signed contract, deposit, and event time/date/location information are required to reserve the dates and times of the Event(s). Event information must be emailed to NovelPhotos@yahoo.com or sent in written form to the address above.
* **PHOTOGRAPHY TIME/ADDITIONS:**  The Client and NP agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties.
	+ Preparation time: Up to 30 minutes is included but is at NP's discretion. Additional preparation time must be addressed in "Services" above.
	+ Start/End times: Shooting commences at the scheduled start time and ends at the scheduled end time.  Even if the Client does not arrive at the appointed time for the Event(s), photography time will commence at the scheduled start time and end at the scheduled end time.
	+ Overtime: If the Client is unable to be asked about going longer with the shoot, the Photographer will automatically assume that the Client will pay the overtime fee and will keep shooting.  If the Event(s) ends earlier than the scheduled time, no refunds will be made unless agreed by both the Client and NP.  All additional time beyond the scheduled end time will be billed to the Client at 150% of the rate stated on the contract. Images will not be uploaded onto the website until the session fees for the entire session time are paid in full.
* **EVENT SCHEDULE CONFIRMATION:** The Client agrees to confirm the schedule one week prior to the Event(s) either in writing or by emailing NovelPhotos@yahoo.com.  Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from NP by the Client before the change is official. Rescheduling time and date must be agreed upon by both parties and the updated information sent by the Client to the Photographer in writing or email within 24 hours of the change.
* **USE OF PHOTOGRAPHS:** The Client may use the photographs taken and purchased pursuant to this Agreement for personal, non-commercial purposes. The Client agrees to not permit or assist with any commercial use or sale of the photographs without the prior specific written consent of NP.  The Photographer grants the Client permission to share the images on social media sites and on vendor sites as long as the images remain unaltered and textual credit is explicitly given to NP.  Editing by the Client is prohibited. If additional editing is desired, a request can be made to Novel Photos; additional charges will apply.
* **PRINT RELEASE:** A General Print Release is included with every package unless otherwise noted. This Print Release is included at the end of this contract. If a Print Release is not included, the following applies:
	+ The Client or any other party must keep the images in a digital format.
	+ Prints must be bought directly from NP.
	+ The Client may not copy or give away downloads to any other party unless agreed upon with NP.
* **PASSWORD PROTECTION:** If the Client wants the uploaded images to be password protected, the Client must provide the desired password in either written or emailed form at least one week before the event.

**NOVEL PHOTOS’ POLICIES:**

* **PAYMENT:** The Client agrees to pay NP according to the following ("Payments").
	+ A 25% non-refundable fee is due with the contract.
	+ If using a Credit/Debit card online, a 3% fee will be charged. This fee must be paid by the Event date.
	+ The remaining balance is to be paid in full by the event date.  If any outstanding balance is not paid before the start time of the event/session, NP will consider it a cancellation and will keep any fees paid with no obligation to deliver any images to the Client.
	+ Returned checks will be assessed a $35 non-sufficient funds fee.
	+ Non-payment or late payment shall constitute a material breach of this Agreement and may result in the cancellation of this contract.
	+ If the Client pays in cash, NP will email a receipt to the Client at the earliest available opportunity.
* **CHOICE AND NUMBER OF IMAGES UPLOADED:** After careful review of the photographs taken in accordance with this Agreement, NP will edit and present to the Client only those photographs that, in NP's sole judgment, best represent Photographer's work. The final post-production and editing styles, effects, and overall look of the images are left to the discretion of NP.  The number of images will vary but will always be at least the minimum agreed on by both parties.  If this agreed-upon minimum is not met, NP will adjust and refund fees paid by the percentage of the number of images uploaded to the number of images agreed upon.
* **CANCELLATION POLICY:**
	+ If Client cancels the photography session in writing three or more weeks prior to the scheduled session date, payments made to NP will be refunded to Client in full within one week of the official notice of cancellation.
	+ If the Client cancels the portrait session less than three weeks before the scheduled session date, the Client can either: (1) reschedule for a later agreed-upon date or (2) pay liquidated damages in the amount of the Deposit paid. The Client shall also be responsible for payment for any of NP's material charges incurred up to the time of cancellation.
* **SAFETY POLICY:** NP reserves to right to terminate coverage and leave the location of the Event(s) if NP experiences inappropriate, threatening, hostile, or offensive behavior from person(s) at the Event(s); or if the safety of NP is in question.  The Client then forfeits all rights to a refund of any fees already paid.
* **PRICING CHANGES:** Personalized quotes are given as guidelines for fees and services to be provided. Any quote given to the Client will be overridden by what is outlined in this Contract. Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied towards purchases from the Photographer.
* **TRAVEL FEES:** All travel expenses are based on the distance between the Event location(s) and NP's address: 6236 Kestral View Road, Trussville, AL 35173.  For all Event(s), the first 25 miles of one-way travel is included.  All miles in excess of 25 miles one way are charged at the listed rate or an amount agreed on by NP and the Client.
* **LIMITS OF LIABILITY:** Although NP shall take due care to perform photography services pursuant to this Agreement, NP’s liability for any loss, damage, or failure to deliver photographs (including for acts of God, terrorism, accident, illness, equipment failure, or any incident of unpredictable misfortune) shall be limited to Payments made pursuant to this Agreement.  The limit of liability for a partial loss of originals shall be a prorated amount of the images lost based on the percentage of the total number of originals.
* **SUBSTITUTE PHOTOGRAPHER:** Photographer may substitute another photographer to take the photographs in accordance with this Agreement in the event of an NP Photographer’s illness or other emergencies. In the event of such substitution, NP warrants that the photographer taking the photographs shall be a competent professional.
* **USE OF PHOTOGRAPHS:** The Client grants NP the irrevocable right to use photographs taken pursuant to this Agreement and the name of Client in all manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purpose. The Client waives any right to inspect or approve the photographs for such uses. The Client waives any right to compensation arising from or related to the use of the photographs. The Client’s guests shall be deemed as having consented to the use of their names, images, or likenesses by NP, and the Client agrees to indemnify and defend NP from all claims that may be submitted by the Client’s guests against NP in relation to the photographs taken pursuant to this Agreement.  The Client releases all claims to profits that may arise from the use of the Client's images.
* **RETENTION OF PHOTOGRAPHS:** NP will keep the images on www.cmbtphotography.instaproofs.com for 30 days unless an extension is agreed upon by the Client and NP.  NP will retain digital copies of the images taken in accordance with this Agreement for at least 12 months after the portrait session has taken place. After the 12 months period has lapsed, NP reserves the right to archive or delete all photos without the notification or consent of the Client unless otherwise agreed upon.
* **RETENTION OF COPYRIGHT:** As the author of all photographs made in accordance with this Agreement and as provided by law, Photographer retains the copyright in and to the photographs. The parties agree that the photographs are not works made for hire in accordance with 17 U.S.C. § 101 and that Photographer retains those exclusive rights in the photographs provided by 17 U.S.C. § 106, including the rights to reproduce the copyrighted work, prepare derivative works based on the copyrighted work, distribute copies of the copyrighted work to the public, and display the work.

**JURISDICTION AND ARBITRATION:** Jurisdiction and arbitration shall be governed by the State of Alabama. This Agreement shall be served by the laws of the State of Alabama without regard to conflicts of law provisions. The Client consents to the exclusive jurisdiction of the state and federal courts sitting in the State of Alabama. All unresolved disputes arising under this Agreement shall be submitted to arbitration in the State of Alabama. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than $5,000.

**TERMS OF THIS CONTRACT:** This Agreement incorporates the entire understanding of the parties. Any modifications to this Agreement must be in writing and signed by all parties. If any provision of this Agreement is held to be invalid or unenforceable by law, the validity of this Agreement in whole shall not be affected, and the other provisions of the Agreement shall remain in full force and effect. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party or parties waiving the breach. The paragraph, section, and article headings used in this Agreement are intended solely for convenience and reference and shall not in any manner amend, limit, modify, or otherwise be used in the interpretation of any of the provisions of this Agreement.

**CHANGES TO AGREEMENT:** If NP or the Client wishes to change any part of this contract, an addendum will be drawn up and signed by both parties before any changes will take affect.

**PRINT RELEASE TERMS (This section is to take to the print lab, if needed)**:

*To Whom It May Concern:*

*[[CLIENT NAME]] (“Bearer”) has purchased high-resolution digital files from his/her photography session with Novel Photos. Bearer is hereby granted permission by Novel Photos to reproduce the images and make an unlimited number of prints.  Bearer may not edit the images in any way other than basic cropping unless Novel Photos gives permission.  This permission applies worldwide.*

 *EITHER*

*(The following paragraph is for non-commercial contracts only)*

*These images are licensed to you for any reasonable personal purposes, including but not limited to: printing, copying, emailing, and web publishing.  Your license does not include use that results in financial gain, including but not limited to: advertising, stock photography, print sale profits, or resale of any nature. Bearer may not enter any Novel Photos images into competition without the express written permission of Novel Photos.*

*OR*

*(The following paragraph is for commercial contracts only):*

*These images are licensed to you for any reasonable personal or commercial purposes, including but not limited to: printing, copying, emailing, and web publishing.  Your license includes use that results in financial gain but is limited to advertising. Stock photography, print sale profits, or resale of any nature is not included in this license. Bearer may not enter any Novel Photos images into competition without the express written permission of Novel Photos.*

*Your purchase of the original files releases Novel Photos from any liability due to loss or damage of the images and also releases Novel Photos from any obligation to maintain copies of any digital file, image, or photograph.  You hereby grant Novel Photos the right to use and publish images taken at your photography session to further promote its service, including portfolio, website, display, advertisement, and editorial use, unless Novel Photos is notified in writing.*

*Novel Photos may revoke this license at any time and for any reason. Novel Photos retains all copyrights to the images and derivative works thereof. By using any of these images, you are agreeing to the above terms.*

*Only valid if signed by both Tracy Riggs, Owner and Chief Photographer of Novel Photos and Bearer.*