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 AND CLIENT'S FEES AND PAYMENT:**

* 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 = $\_\_\_\_\_\_\_
	+ Photography Session with 2 Photographers:  #hours x $\_\_\_/hour = $\_\_\_\_\_\_\_
	+ At least \_\_\_\_\_\_\_\_\_ proofs made available for viewing and downloading at www.NovelPhotos.Instaproofs.com (password protected if requested) = $\_\_\_\_\_
	+ Basic editing of photographs = included
	+ Archiving of photos included for 12 months unless otherwise outlined below
	+ $\_\_\_\_\_\_\_
	+ Prep Time Before Event for Photographers (30 minutes included): Additional Prep Time: #extra prep hours x $\_\_\_/hour = $\_\_\_\_\_\_\_
	+ Retouching: #retouched images x $\_\_\_/image = $\_\_\_\_\_\_\_
	+ Rehearsal Attendance for 1 Photographer: #hours of rehearsal attendance x $\_\_\_/hr = $\_\_\_\_\_\_\_\_
	+ Rehearsal Attendance for 2 Photographers: #hours of rehearsal attendance x $\_\_\_/hr = $\_\_\_\_\_\_\_\_\_\_
	+ Formal Background and/or Lighting: $\_\_\_\_\_\_\_
	+ Travel fee: # of additional miles x $\_\_/mile over 50 round trip = $\_\_\_\_\_\_\_
	+ Other: $\_\_\_\_\_\_\_\_
* **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
	+ $Final Payment Amount - 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 must be received by NP to reserve the session.
* **PHOTOGRAPHY TIME/ADDITIONS:**
	+ Preparation time for Photographers: 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).
	+ Overtime:
		- If a shoot goesover the scheduled time and the Client is unable to be asked about continuing, the Photographer will automatically assume that the Client will pay the overtime fee (150% of the base rate listed on the contract) and will keep shooting.
		- If the Event(s) ends earlier than the scheduled time, no refunds will be given unless agreed upon by both the Client and NP.
		- Images will not be uploaded onto the website until all fees are paid.
* **EVENT SCHEDULE CONFIRMATION:**
	+ Notification of any changes in schedule or location must be made in writing (email or mail) at least 48 hours before the event. Confirmation of receipt must be obtained from NP by the Client before the change is official.  The rescheduled time and date must be agreed upon by both parties.
* **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 other than basic cropping is prohibited. If additional editing is desired, a request can be made to Novel Photos; additional charges will apply.
* **PRINT RELEASE:**
	+ If a Print Release is not included as part of the contract, 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:**
	+ Password Protection for the uploaded images (if desired): The Client must provide the desired password in either written or emailed form at least one week before the event.
* **OBTAINING YOUR IMAGES:**
	+ Wait until you get a notification through email that your photos are uploaded.
	+ Go to https://novelphotos.com/getting-your-photos
	+ If you have any issues with the instructions or getting your images, please contact us at novelphotos@yahoo.com.

**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 listed in the contract.
* **CANCELLATION POLICY:**
	+ If the 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. 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.  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:**
	+ The NP 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.novelphotos.instaproofs.com for 30 days unless an extension is requested and agreed upon.  NP will retain digital copies of the images taken in accordance with this Agreement for at least 12 months after the session has taken place and after the 12 months, 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 effect.