

EVENT PHOTOGRAPHY CONTRACT

I. THE PARTIES. This Event Photography Contract (“Contract”) made on _____ is by and between:

Photographer: Picture Perfect Moments (“Photographer”), and

Client: _____ (“Client”).

The Photographer and the Client are each referred to herein as a “Party” and collectively as the “Parties.”

II. EVENT.

Type of Event: _____

Title: _____

Location: _____

Address: _____

Date: _____

Time: _____

Hereinafter known as the “Event.”

III. SERVICES. The Photographer agrees to provide professional photography services for the duration of the Event.

Hereinafter known as the “Services.” The Services are to be provided at the Event in a professional manner in accordance with industry standards and for the Photographer to adhere to any reasonable requests by the Client.

IV. CALCULATION OF FEES. In exchange for the Services provided, the Client agrees to pay the Photographer a flat fee of \$100.00.

Any distribution of physical or professionally formatted media products is to be billed separately. The amount mentioned in this section is solely for the Services provided.

V. DEPOSIT. As part of this Contract, the Photographer requires the Client to pay \$50 of which ● shall be determined to be non-refundable (“Deposit”). The Deposit is required to be paid by the Client at the signing of this Contract and shall serve as consideration.

VI. EVENT CHANGES. After the signing of this Contract, changes to the Event by the Client can be made no sooner than 3 days prior to the Event (“Cancellation Period”).

If there is a change or cancellation of the Event by the Client sooner than the Cancellation Period, then the Deposit made by the Client, in its entirety, shall be non-refundable and forfeited to the Photographer.

VII. TERMS OF PAYMENT. The Client will be responsible to pay the Photographer under the following terms: Before receiving the service

VIII. METHODS OF PAYMENT. The Photographer's acceptable methods of payment are as follows:

- Cash
- Invoice online payment

IX. LATE FEES. If a payment due by the Client is not made within the requirements mentioned in Section VII, there will be no late fee.

X. MISCELLANEOUS. The Photographer and the Client agree to the following:

- a.) **Independent Contractor.** It is agreed that the Photographer will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
- b.) **Taxes.** Any taxes due as part of the Photographer providing their Services in this Contract are the sole responsibility of the Photographer.
- c.) **Important Moments.** Any and all-important moments at the Event must be properly communicated with sufficient notice to the Photographer.
- d.) **Additional Services.** Any additional services (“Additional Services”) must be requested by the Client in writing and are subject to rejection by the Photographer should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Photographer for such.
- e.) **Damage to Equipment.** The Client will be responsible for any damage or loss to the Photographer’s equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- f.) **Liability and Indemnification.** The Photographer will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Photographer and any subcontractors working with the Photographer against all liability related to the Client's Event from the date of the Event and on into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Photographer or its employees, agents, or subcontractors. Furthermore, the Photographer has the right to cancel, at any time and without notice, the Services mentioned in this Contract with no liability or obligation to the Client other than refunds of any Deposit or advanced payments made by the Client.

XI. SUBSTITUTION. The Photographer may substitute another equally skilled photographer in the case of illness or scheduling conflicts. The Client will be given notice as soon as possible in such a circumstance.

XII. WATERMARKS. All images shown with watermarks, in a preview only viewing, or any limitations shall be removed upon full payment to the Photographer.

XIII. COPYRIGHT. The Photographer has the nonexclusive, irrevocable, perpetual, and international rights to use, publish, crop, modify, reproduce, and distribute any photos taken at the Event, in print and in all other formats, methods, and technologies of distribution of any kind, now known or later developed. Therefore, it is strictly illegal for the Client to modify, copy, or reproduce the photographs without the written permission of the Photographer unless it is for personal use.

XIV. ORIGINAL PHOTOS. It is understood that the Photographer shall be the sole owner of any photos taken at the Event unless otherwise agreed upon.

XV. PHOTOGRAPHER'S CANCELLATION. If the Photographer is forced to cancel the services that is beyond their control, all funds paid by the Client shall be returned and the Photographer shall be held harmless from any legal or financial liability.

XVI. SEVERABILITY. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XVII. GOVERNING LAW. This Contract shall be governed under federal law and the laws located in the state where the Event is taking place.

XVIII. ENTIRE CONTRACT. This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

XIX. EXECUTION. The Photographer and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

Client's Signature: _____ Date: _____

Print Name: _____

Photographer's Signature:  _____ Date: _____

Print Name: Zack Berro