

Upper C Photography

Session Agreement

This contract binds photographer and client in agreement for photographer, Upper C Photography, to take a photography session for the pre-discussed session with client and photographer.

The session includes a location of choice by client, or by photographer, whichever is preferred. Client has paid 25% deposit of the full amount of the photo session. By doing so, client is in agreement with this contract for agreed photo session.

This portion is subject to all photoshoots done by photographer, Upper C Photography.

Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that Upper C Photography, known as "Photographer", shall provide services to photograph their wedding and related events to the best of their abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. 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 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.

Retainer and Payment: Client has paid 25% deposit for photo session. Client agrees to pay for the rest of the photo session on the day of the session.

Client agrees to pay \$700 for wedding services a week prior to the wedding date.

The price for events with parties of larger than 250 people, is \$250.00.

The price for events with parties smaller than 250 people, is \$125.00.

Cash, check, and Venmo is acceptable.

Reschedule: In the event that Client reschedules the wedding, or other events, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding less than 30 days before the event and Photographer is not able to rebook the original wedding date, Client will forfeit the retainer and be required to pay the full amount due. If Client reschedules greater than 30 before the wedding, and Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid.

Liability: If Photographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of

God, accident, illness, or technical problems, and if they cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Responsibilities: Unless agreed upon in advance, Upper C Photography shall be the exclusive photographer retained for the event. Two photographers and/or one assistant will be on hand. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond their control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

Harassment: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in prior details. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use their

professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

Image Processing/Printing: Unless agreed upon prior to any editing work, high-resolution images may contain a mixture of color, black and white, and selective color images. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints smaller than 4X6. Clients may order prints of a larger size for an additional charge. For best results, clients should order their smaller prints through a reputable lab which can be suggested by the photographer.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Upper C Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

Copyright: All photographs taken by Upper C Photography are their property, will remain their property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

Reproduction: Clients will be provided with a release letter which will allow reproduction of the photos from the event. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published.

Meal Guidelines: During weddings, Photographer is to receive the meal to which is served for all the other guests of the occasion. Photographer will take the meal at which time the bridal party is served. Photographer will not take part in the cake serving portion of the evening.

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Photographer: _____ Date: _____
Upper C Photography, Owner or Agent

Client: _____ Date: _____