**PHOTOGRAPHER SERVICE CONTRACT**

**I. The Parties**. This Photographer Service Contract (“Agreement”) made **(Date)**, (“Effective Date”), is by and between:

**Photographer**: W & W Photographer, with an email address of william6242@gmail.com, City of Greer, State of South Carolina (“Photographer”),

AND

**Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an email address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”),

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

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Photographer to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term**. The term of this Agreement shall commence on **(Date)** and terminate: (check one)

☐ - **At-Will**: Written notice of at least \_\_\_\_ days’ notice.

[x]  - **End Date**: **(Date)**

☐ - **Other**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III. The Service**. The Photographer agrees to provide the following: All photos are digital, no printing.

* Each session allows two changes within the hour
* Price per session does not include editing
* Each session will be one hour and charged additional hour after 60 minutes. There will be no prorated sessions
* Set up and break down is not included in the hour session but will begin as soon as the first photo is taken
* If you are more than 15 minutes late for a session your session will be reduced accordingly.
* Additional fee for location over 20 miles from origination based on location.
* Photos are grouped into packets as follow:
* Single Individual $125.00 - $200.00 – 10 photos - $20.00 for each additional photo - $45.00 each additional hour non-prorated
* Couple $175.00 - $250.00 – 10 photos – 20.00 for each additional photo - $45.00 each additional hour non-prorated
* Group (3 or more) $250.00 - $325.00 – 10 photos - $20.00 for each additional photo - $60.00 each additional hour non-prorated
* The prices will vary based on location, special effects, etc.
* Indoor – If indoors and the place agreed upon becomes unavailable, the client is responsible for selecting an alternative place as favorable by the photographer.
* Outdoor

* **Client responsibility**: If session is outdoors, please be sure to check the weather 72 hours prior to your shoot to ensure that weather is favorable for photos. Photos will not be taken outside if it is raining, sleet, snow or below 40 degrees. The client will need to select an alternative site if the initial plan is not feasible. The alternative place is to be favorable by the photographer.

Additional Info:

Photo edits are available as applicable.

Hereinafter known as the “Service”.

Photographer shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. Payment Amount**. The Client agrees to pay the Photographer the following compensation for the Service performed under this Agreement: (check one)

Client agrees 50% deposit is required to reserve booking date 72 hours prior to session.

Please allow 36 hours in advance for any cancellations

If your session is not cancelled within 36 hours of your session you will be charged $40.00 cancellation fee. All deposits are non – refundable.

☐ - $\_\_\_\_ / Hour

[x]  - $\_\_\_\_ / Flat Rate

☐ - **Total cost of session: $\_\_\_\_\_**

**Please send payment to Zelle or CASHAPP for deposit and after reviewing the photos. The photos will be placed on your jump drive or SD card immediately after reviewing.**

Hereinafter known as the “Payment Amount”.

**V. Payment Method**. The Client shall pay remaining balance: (check one)

[x]  - End of the session

☐ - Daily (for events)

☐ - Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Please send payment to Zelle, CASHAPP or cash**

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

**VI. Retainer**. The Client is: (check one)

Client agrees 50% deposit is required to reserve booking date 72 hours prior to session.

Please allow 36 hours in advance for any cancellations

If your session is not cancelled within 36 hours of your session you will be charged **your deposit fee** cancellation fee (non-refundable)

[ ]  - To pay a retainer in the amount of **00.00** to the Photographer as an advance on future Services to be provided ("Retainer"). (Check one)

[ ]  - Retainer is Refundable if client cancels within 36 hours.

[ ]  - Retainer is Non-Refundable if client does not cancel within 36 hours from session date and time.

**VII. Inspection of Services**. Any Compensation shall be subject to the Client inspecting the completed Services of the Photographer. If any of the Services performed by the Photographer pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Photographer, at which time the Photographer shall promptly correct such work within a reasonable time.

**VIII. Return of Property**. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Photographer. Failure to do so may result in a delay in any final payment made by the Client.

**IX. Time is of the essence**. Photographer acknowledges that time is of the essence regarding the performance of all Services.

**X. Confidentiality**. Photographer acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Photographer shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Photographer or any other person, except with the prior written consent of the Client.

1. **Return of Documents**. Photographer acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
2. **Injunction**. Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Photographer under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Photographer agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
3. **No Release**. Photographer agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**XI. Taxes**. Photographer shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Photographer shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**XII. Independent Contractor Status**. Photographer acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Photographer shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Photographer represent to anyone that it has a right to do so. Photographer further agrees that in the event the Client suffers any loss or damage because of a violation of this provision, the Photographer shall indemnify and hold harmless the Client from any such loss or damage.

**XIII. Safety**. Photographer shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Photographers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Photographer agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Photographer shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XIV. Alcohol and Drugs**. Photographer agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Photographer or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XV. Successors and Assigns**. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Photographer or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Photographer or Client.

**XVI. Default**. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.

**XVII. No Waiver**. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVIII. Governing Law**. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of [x] South Carolina

**XIX. Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XX. Additional Terms & Conditions**. The photographer requests permission from the client to utilize photos for future advertisement and for the client to complete a favorable review of the photographer’s work.

**XXI. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Photographer’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Print Name William Coleman