



Shawn Alan Photography

Event Photography Contract

631.466.2110

takemypicture@shawnalanphotography.com

Client Information

Name (Primary): _____

Address: _____

City: _____ Phone: _____

State, Zip Code: _____

Email: _____

Event Information

Type of Event: _____

Start Time: _____ End Time: _____

Event Date: _____

Total Hours: _____

Number of Guests: _____

Venue Information

Event Venue #1: _____

Event Date: _____

Start/End Time: _____

Address: _____

City: _____

State, Zip Code: _____

Event Venue #2: _____

Event Date: _____

Start/End Time: _____

Address: _____

City: _____

State, Zip Code: _____

Event Package Details

Package Options:	Price	Package Summary:	
<input type="checkbox"/> _____	_____	Package Name	_____
<input type="checkbox"/> _____	_____	Package Price	\$ _____
<input type="checkbox"/> _____	_____	Package Options Total	\$ _____
<input type="checkbox"/> _____	_____	_____	\$ _____
<input type="checkbox"/> _____	_____	_____	\$ _____
<input type="checkbox"/> _____	_____	Subtotal:	\$ _____
<input type="checkbox"/> _____	_____	TAX:	\$ _____
<input type="checkbox"/> _____	_____	Total Amount:	\$ _____
Additions/Exclusions:		Reservation Deposit:	\$ _____
<input type="checkbox"/> Overtime	\$ _____ per hour	Outstanding Balance:	\$ _____
<input type="checkbox"/> Photo Disc	\$ _____	Outstanding Balance Due:	_____
<input type="checkbox"/> Location Fee	\$ _____		
<input type="checkbox"/> Venue Insurance	\$ _____		

This Agreement is subject to all the terms and conditions appearing on following pages.

Agreement Terms & Conditions

- 1. Purpose** This agreement contains the entire understanding between the Photographer and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by both parties.
- 2. Reservation.** Upon your signature, the Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or event cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted Event Package. Client understands and agrees that the entire amount owed for the Event Package described in the contract is due on the day of the Event, or, on the Outstanding Balance Due date (if specified). Client agrees if the balance is not paid by this time, the Photographer will not photograph the Event, with a loss of Reservation Deposit by Client and no liability to the Photographer.
- 3. Deposit and Payment.** The Client shall make a 50% deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due on the event date or earlier.. No exceptions
- 4. Cancellation and Refunds.** If the Client shall cancel this Agreement 30 days or more calendar days before the session date, any deposit paid to the Photographer shall be not be refunded in full. If Client shall cancel 30 days and under of the session date the deposit is kept by the photographer. Photographer gives no refunds once event has been photographed and photos are in process or have been processed. All sales are final. If Client is unhappy with photos taken, photographer will do his/her best to correct the issue.
- 5. Pre-Event Consultation.** The parties agree to a pre-event consultation before the Event in order to finalize the actual shooting times, locations, and Client's request list (in writing) for specific photographs. The Client will be responsible for, or have someone designated, to identify people of whom specific photographs are desired. The Photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for group photographs.
- 6. Shooting Time / Additions.** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. The Client and the Photographer agree that cheerful co-operation and punctuality by all members of the Event staff are therefore essential to that purpose. Shooting commences at the scheduled start time agreed by both parties. Should additional photography and/or travel time, that is not included in the agreed package, be requested by the Client, it will be charged out at the rates specified in the Assignment Package, rounded to the nearest half hour.
- 7. House Rules.** The Photographer is limited by the guidelines of event officials and/or event location site management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer will offer technical recommendations only.
- 8. Digital Negatives, Prints and Copyrights.** The photographs, digital negatives or prints produced by the Photographer are protected by Copyright Law (all rights reserved) and the Photographer retains the copyright to all photos and images produced. The Client may receive a copy of the hi-res digital photographs on disc if it has been agreed upon as part of the Event Package. If so, the Client may reproduce any photos in any manner they like for internal and external purposes. The Client agrees to obtain written permission from the Photographer prior to the Client (or its assigned agents) publishing or selling the photographs for profit.
- 9. Photo Release.** The Client hereby grants to the Photographer and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Event, its guests, attendees, and officials for editorial, trade, advertising, stock, commercial and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.
- 10. Exclusivity / Guest Photography.** If the Photographer is the sole professional photographer at the event (as specified in the Event Details), it is understood that the Photographer will be the only one allowed to photograph the event. In which case, amateur photographers may take photos during the event if they do not interfere with the contracted Photographer and are not shooting the Photographer's same posed shots. If a problem arises with any guest or attendee(s) the On-site Event Contact will be advised to handle the situation politely for the Photographer by enforcing the conditions of this agreement.
- 11. Co-operation of Guests and Other Service Providers.** The Client is responsible for the conduct of the guests. Co-ordination with other service providers may be necessary to complete all the photography as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the Event should be planned to make the best use of time for all vendors. The Photographer will not tolerate verbally or physically abusive behavior, nor will the Photographer share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of the guests or if the conduct of any of the Event guests damages any of the equipment of the Photographer, it will result in the early or immediate departure of the Photographer. The Client understands that in such an event, no refund will be given.
- 12. Completion Schedule.** The Client agrees that no part of the Event Package, including previews (if any) will be delivered until the Outstanding Balance is paid in full. Digital processing takes approximately two (2) weeks, and possibly longer when post production schedules are heavy. A photo disc (if included in event package) or download instructions via email will be given, once post production has been done, assuming the Outstanding Balance has been paid.
- 13. Fees & Charges. Penalty:** There is a \$30.00 charge for payments returned by the bank for any reason. **Venue:** The Client agrees to pay any fees associated with the Venue, ie, parking or meter fees and venue insurance. This payment is expected when balance is paid in full.
- 14. Limit of Liability.** In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. The Photographer will make every effort to secure a skilled replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to

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the return of all payments received for the Event Package. The Photographer takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, the Photographer's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
16. **Non-Guarantee.** Although every possible care will be taken to produce photographs of all important and special moments during the Event, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the Photographer's control.
17. **Amendments.** This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognized as amendments to this contract.
18. **Photographic Materials.** All photographic materials, including but not limited to digital negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. The Photographer may, with the Client's permission, make the proofs available on a Web site or CD-ROM. If Client agrees, client would be required to sign a Release Form.
19. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client. Unless Client has signed a Release Form giving that permission. See item #9
20. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for reproduction, Photographer authorizes Client to reproduce the print only as set forth under Special Usage Requirements on the front of this form. In such event, Client shall request that a credit for the Photographer be placed adjacent to the photograph on publication, but shall have no liability if the publication refuses or omits to do so.
21. **Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
22. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
23. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
24. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
25. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of New York.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client _____ Date _____

Photographer _____ Date _____