**Event Photography Agreement**

This Event Photography Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John and Jane Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Photo Company, LLC**, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties,” where applicable.

**DESCRIPTION OF SERVICES.** On *[insert date]*, the Company will provide photography services to the Client (the “Services”). **OR** Beginning *[insert start date]* until *[insert end date]*, the Company will provide photography services to the Client (the “Services”). The Company will take photographs of *[insert event – for example, the Client’s 25th wedding anniversary]* located at *[insert venue, city, applicable event information]* from *[insert hours]* (the “Event”).

**PERFORMANCE OF SERVICES.** The Company agrees to take photographs as per the Client’s specific and reasonable instructions and will strive to create professional photographs as keepsakes. The Company agrees to use high-quality digital equipment and materials to meet the Client’s expectations for both print and media photographic uses. Although every possible care will be taken by the Company to produce photographs of important and special moments at the Event, the Company cannot place an unconditional guarantee on same. The Company cannot be held responsible for any ruined photographs due to guests’ (or any other) flashes or any other ruined photographs due to causes beyond the Company’s control.

**\*\*ADD IF APPLICABLE\*\***

**PHOTOGRAPHER**. The Company shall assign a photographer from its staff exclusively for the Event. If necessary, and at the sole discretion of the Company, assistants to such photographer may attend the Event. The Company reserves the right to change any photographer assignment and substitute another staff photographer at any time due to illness or other emergency. Should the Event be scheduled for longer than *[insert amount of time – for example, four (4) hours]* hours, the Client agrees to provide the photographer and any assistants with a modest meal during the Event.

**PAYMENT.** A total fee in the amount of *[insert fee amount – for example, Five Hundred Dollars ($500)]* shall be paid by the Client to the Company, according to the following schedule, for payment of the Services. A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required at the time of Agreement signing and shall not be refunded for any reason except for those situations outlined below under **LIMIT OF LIABILITY**. The remaining balance (“Outstanding Balance”) shall be paid no later than two (2) weeks *[or other time period]* prior to the Event. Payment shall be in the form of cash or personal check (or as otherwise agreed to by the Parties) to the address of the Company stated herein.

The Services shall be rendered during the times indicated above in **DESCRIPTION OF SERVICES**. However, should the Client desire a longer period of time for photographs to be taken (“Additional Services), the Company may, in its sole discretion, accept such Additional Services subject to an hourly fee of *[insert hourly fee]* payable to the Company at the conclusion of the agreed upon Additional Services time period. Should such Additional Services not be paid at the specified time, the Company shall not release any photographs until all fees are paid by the Client.

**PRE-EVENT CONSULTATION**. The Parties agree to a pre-Event consultation (whether in person or by telephone) in order to finalize the actual location, photography times, and any specific photographs the Client wishes to have the Company reasonable obtain. The Client will be responsible for identifying, or have someone designated to identify, people of whom specific photographs are desired. The Company will not be accountable for not photographing desired people if there is no one designated to identify and/or gather those individuals for photographs.

**COOPERATION**. The Parties hereby agree to cheerful and pleasant cooperation and communication for the best possible result of the Services. It is recommended by the Company that the Client designate an individual who knows most of the attendees of the Event and can assist the Company with identification of key individuals as requested by the Client. The Client agrees to give the Company sufficient notice of key activities during the Event for photographic purposes. If lack of sufficient notice is given, the Company will not be held accountable for photographs not taken of such events. Additionally, the Client should be aware that not all individuals like having their photographs taken. In such case, the Company will use their discretion in taking photographs and cannot and will not be held accountable for a lack of photographs of certain individuals.

**PHOTOGRAPH PACKAGE.** The Client has elected a photograph package that allows the Client to receive the following: *[insert elements of photograph package – for example, a disc containing photos, number of 8x10 prints, 5x7 prints, etc….include all that the package contains to eliminate any question when final product is released]*

* Disc containing all released photographs of the Event
* Four (4) 8x10 photographs in matte finish as designated by the Client
* Etc.

**REPRINTS.** If a disc of the digital photographs is not part of the agreed package, reprints (or additional prints) of the photographs may be ordered by the Client through the Company via an online photograph gallery *[or by telephone]* at listed prices.

**CANCELLATION.** As stated above, the Reservation Deposit is nonrefundable. A minimum of *[insert day for notice – must be more than the time determined for payment of the Outstanding Balance]* days’ notice is required to cancel the Agreement and to avoid payment of the Outstanding Balance. Any cancellation made less than *[insert cancellation time]* prior to the Event will result in full payment by the Client. If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client, including the Reservation Deposit, within *[insert number of days]* days following cancellation by the Company.

**MODEL RELEASE**. The Client hereby assigns the Company an irrevocable and unrestricted right to use and publish photographs of the Client or photographs in which the Client is included for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter same without restriction; and to copyright same. The Client releases all claims to profits that may arise from the use of any images.

Should minors appear in any photographs that the Company wishes to use, the Company will seek release from the minor’s parents through the Client. If such release is granted, the Company will use its highest discretion, ability, and control to ensure that no personal information is released of such minors. However, should such personal information become public knowledge through no intended fault of the Company, the Company cannot be held liable for release of such information.

**VENUE AND LOCATION LIMITATIONS**. The Client acknowledges and agrees that the Company shall be limited by the rules and guidelines of the location/venue. The Client accepts the technical results of such limitations. Any desired flexibility of location/venue rules and guidelines shall be subject to negotiation solely by the Client with the location/venue management; the Company shall offer technical recommendations only.

**PERMITS**. The Client is responsible for acquiring any and all permits and necessary permission for all locations on which the Company shall be performing the Services.

**COPYRIGHT/ WORK PRODUCT OWNERSHIP**. The copyright of photographs remains with the Company. The images taken by the Company are for the personal use by the Client and their associates and/or friends and relatives. Sale, publication, or any commercial use of the photographs is not allowed without prior written permission from the Company.

**LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an injury, illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability is limited to the return of all payments received for the Event.

In the unlikely event that the digital files are stolen, lost, or destroyed for reasons beyond the Company’s control, including but not limited to camera, hard drive, or equipment malfunction, the Company’s liability is limited to the return of all payments received for the Event. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of the total number of originals.

**POST PRODUCTION AND EDITING; COMPLETION OF FINAL PRODUCT**.The final post production and editing styles, effects, and overall look of the photographs are left to the discretion of the Company and its professional opinion. The entire editing process, from conclusion of Event to release of final product, can take up to *[insert time expected – for example, 6-9 weeks]*, at which time the Client will receive the final product as specified in the **PHOTOGRAPH PACKAGE** section above. Please note that the Company is not liable to deliver every single photograph taken at the Event. The determination of photographs released and delivered to the Client is left to the sole discretion of the Company.

**SEVERABIILITY**. 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.

**ENTIRE AGREEMENT/AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified except by an express written agreement between the Parties.

**APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company location]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services as provided by the Company, shall be brought in a court of competent jurisdiction in the County of *[insert county of company]*, state of *[insert state in which company is located]*. Each party to this Agreement shall bear their own attorneys’ fees.

**HEADINGS**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.

**COUNTERPARTS; FACSIMILE/ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**By signing below, the Parties acknowledge that they read and understood the terms contained herein. The Parties hereby agree to the terms of this Agreement**.

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| “**COMPANY”**  **PHOTO COMPANY, LLC**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **“CLIENT(S)”**  **JOHN AND JANE DOE**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***\*\*\*add signature line for each party to the agreement\*\*\****  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |