

Event Photography Contract / Agreement



Photographer Details (hereafter referred to as the 'Photographer')

Name: _____	Address: _____
Phone: _____	_____
Mobile: _____	City: _____ State/Region: _____
Email: _____	Country: _____ Postcode: _____

Event Representative Responsible for Hiring and Billing (hereafter referred to as the 'Client')

Name: _____	Billing/Invoicing Address: _____
Company Name: _____	_____
Phone Number: _____	_____
Mobile Number: _____	City: _____ State/Region: _____
Email Address: _____	Country: _____ Postcode: _____

Event Details (hereafter referred to as the 'Event')

Name of Event: _____	Photography Start Time: _____ AM / PM
Event Date/Time: _____	Photography End Time: _____ AM / PM
Event Location/Address: _____	Additional Information: _____
_____	_____
Event Type: _____	_____
On-site Event Contact: _____	Sole Photographer at this Event? <input type="checkbox"/> YES <input type="checkbox"/> NO

Event Package Details (hereafter referred to as the 'Event Package')

Package Inclusions (Tick):	Package Summary:
<input type="checkbox"/> ___ Hrs Photography	Photography Fee: \$ _____
<input type="checkbox"/> ___ Lo-Res Photo Disc	Photo Retouching Fee: \$ _____
<input type="checkbox"/> ___ Hrs Retouching	Travel Fee: \$ _____
<input type="checkbox"/> ___ Hi-Res Photo Disc	_____ \$ _____
<input type="checkbox"/> Online Photo Gallery	_____ \$ _____
<input type="checkbox"/> ___ DVD Slideshow Disc	_____ \$ _____
Photography Prints/Other Items:	Subtotal: \$ _____
<input type="checkbox"/> _____	TAX/VAT/GST: \$ _____
<input type="checkbox"/> _____	Total Amount: \$ _____
<input type="checkbox"/> _____	Reservation Deposit: \$ _____
<input type="checkbox"/> _____	Outstanding Balance: \$ _____
Additions/Exclusions:	Outstanding Balance Due: _____
<input type="checkbox"/> Extra Photography Time \$ _____ per ½ hour	
<input type="checkbox"/> Extra Travel/Other Time \$ _____ per ½ hour	
<input type="checkbox"/> _____ \$ _____	

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. Pre-Event Consultation

The parties agree to a pre-event consultation before the Event in order to finalise 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.

4. 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.

5. 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.

6. Digital Negatives, Prints and Copyrights

The photographs, digital negatives or prints produced by the Photographer are protected by International 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.

7. Model 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.

8. 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.

9. 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.

10. 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 one (1) week and prints/reproductions/enlargements one-two (1-2) weeks, and possibly longer when print-processing and bindery schedules are heavy. A digital proof album will be given to the Cli-

ent no more than fourteen (14) days after the Event, in the form of an Online Photo Gallery, or other medium, assuming the Outstanding Balance has been paid.

11. Payments

The Client agrees that the Reservation Deposit is required at the time of signing the contract and the Outstanding Balance is due on the day of the Event, or on the Outstanding Balance Due date in the Event Package Summary, if specified.

12. Penalty Fees & Charges

There is a \$_____ charge for payments returned by the bank for any reason. There will be a \$_____ late payment fee for any payments that are not postmarked or delivered to the Photographer by the required date.

13. Right of Withdrawal

The Photographer's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non co-operation; changes of locations, facilities or times available; missed appointments; bad or returned cheques, or late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$_____ an hour is billed for all photography services already provided, and \$_____ an hour is billed for all other services, consultations, and all travel time, rounded up to the nearest half-hour. If the Photographer withdraws -- the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned cheques).

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 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 Photog-

rapher'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. 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.

16. Performance

The performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

17. 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.

18. Amendments

This contract has been freely negotiated and shall be recognised 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 recognised as amendments to this contract.

19. Reprint Orders

If a disc of the digital photos is not part of the agreed Assignment Package, reprints (or additional prints) of photos and other products may be ordered by the Client, through the Photographer, or Online Photo Gallery, if included in the package, at listed prices.

20. KeyImagery.com/Catch22 (NZ) Ltd

This document is provided by KeyImagery.com/Catch22 (NZ) Limited for its members and their clients only. This agreement is solely between the Photographer and Client stated, and KeyImagery.com will not be liable to either party for its use and enforcement.

Agreement Declaration

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed by the Client

Signature: _____ Name: _____ Date: _____

Signed by the Photographer

Signature: _____ Name: _____ Date: _____