

## PORTRAIT PHOTOGRAPHY 2

Event Date : 6-12-2016

Time Photography Starts: 2P

This agreement is between Daun Dudley, hereinafter referred to as the "Photographer", operating in the State of Texas, and the signers of this portrait photography agreement, Ashley Gibson, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the portrait session detailed below.

The package list and price list and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

### Contracting Parties

Ashley Gibson

Arlington

TX

A.Gibson52@Yahoo.com

### Additional Contact Information

### Event Information

Venue 1

Dallas Arboretum

8525 Garland RD, Dallas, TX, 75218

Time: 2P

Venue 2

NA

Time: NA

### **Agreement Overview**

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 all the Parties. If the Parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

### **Coverage**

Coverage will begin at 2P , and continue for the number of hours purchased, contiguously.

### **Change of Date or Venue**

The Photographer must be notified immediately of any changes in schedule or location, at least 48hrs prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by the Photographer in writing or via email. It is the client's responsibility to confirm all arrangements at least 2 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify the Photographer.

The Photographer kindly asks that the Client get in touch with the Photographer 48hrs prior to the date of the event in order to touch base and go over last minute details. The Photographer will make every effort to contact the Client, but it is the Client's responsibility to contact the Photographer to confirm all events and times.

### **Retainer**

A retainer fee of \$40 is required for all portrait sessions.

This is a **non-refundable retainer**. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to the Photographer in the event of a cancellation, or breach of contract by the Client. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The balance of the complete package price must be paid before or on the day of event. If final payment is not received, the Photographer will not be expected to attend said event. Additional custom orders (reprints, enlargements, albums) must be paid in full at the time of order.

### **Cancellation**

There shall be **no** refund of retainer after the signing of the Agreement and the reservation of the photography date. If the event is cancelled within 48hrs of the date, the client shall pay the balance of the contract due to the high probability that the Photographer will not be able to further book that date. Once a balance is paid, it is **non-refundable**. Any other arrangements shall be discussed

between the Clients and the Photographer. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform the Photographer of the cancellation.

### **Failure to Perform**

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The Photographer is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to the Photographer will be used for organizational purposes only and in no way represent photography that will actually be produced. The Photographer will do its best to fulfill all requests but can make no guarantees all images will be delivered. The Photographer recommends that the Client point out important individuals for informal or candid photographs to the photographer during portrait shooting that they wish to have photographed. 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 photographs. The Photographer is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer.

Clients are responsible for all location fees and permits.

### **Copyright**

Title (possession) of and copyright to all products shall remain with the Photographer until client has paid in full. All photos are copyrighted. The negatives and or digital images (hereinafter collectively the "images") created by the Photographer and/or subcontractor(s) remain the property of the Photographer. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of the Photographer. Violators of this federal law will be subject to its civil and criminal penalties.

Permission is hereby granted to the Photographer to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose.

The Photographer retains the copyright to all images produced by the Photographer and/or the Photographer's subcontractors.

### **Exclusive Photographer**

The Photographer and/or any photographers hired by the Photographer to photograph shall be the exclusive photographer(s) retained by the Client for the purpose of the portrait photography.

Family and friends of the clients and other event vendors shall not interfere with the Photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of the event to ensure proper exposure of images.

### **Expenses**

Travel expenses such as parking, shipping, or destination fees must be reimbursed to the Photographer and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

### **Garments**

The Photographer cannot be held responsible for damage to Garments due to environmental events. Client is responsible to arrange personal assistance for garments.

### **Creative License**

Images are edited at the Photographer's discretion, and delivered prints may not include all images shot. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards.

### **Force Majeure**

If the Photographer or its assigns cannot perform this Agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then the Photographer shall return any moneys paid by the Client, less retainer fee and expenses, but shall have no further liability with respect to the Agreement. This limitation of liability shall also apply in the event that photographic materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of the Photographer. 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.

### **Returned Checks**

Returned checks are subject to a \$35 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by the Photographer in the event that enforcement of this contract becomes necessary. All legal action shall be taken appropriately.

### **Cost of Portrait Photography**

Please make all checks payable to Daun Dudley

Package: Portrait Photography

Discounted Portrait Photo Session, 250 Raw Photos, On Disk, within 48hrs following shoot, at least 35 Edited Photos, On Disk, within 48hrs of Client Choosing Photos to Edit

Additional Products:

x = \$

x = \$

x = \$

x = \$

Additional locations \$0 each x 0 = \$0

Additional Products Total = \$0

Initial Package Total = \$80

Sub Total \$100 + Sales tax \$0 = Final Total \$80

Final Total Package Balance Due: 80

(This total is due before or on the date of event. No photography will be fulfilled without payment in full.)

This is a contract for personal photography services to be provided by the Photographer and/or individuals subcontracted to do work for the Photographer. The Parties agree to the above and below terms and conditions, and acknowledge that they have received, read, and understand the Photographer's current price list.

