

EVENT PHOTOGRAPHY AGREEMENT - NICK IN THE WALL PHOTOGRAPHY

EVENT Date: _____ **Time Photography Starts:** _____ **Time Photography Ends:** _____

Other shooting Dates and Times agreed on: _____

EVENT Location: _____

Name: _____ **Phone:** _____ **Fax :** _____

Address: _____ **email:** _____

EVENT TYPE: please specify wedding / engagement / birthday / anniversary etc. _____

EVENT theme: please specify traditional / formal / informal / casual etc. _____

Photography fee agreed to: _____ A security deposit of 50 % \$ _____ is due at the signing of this agreement, with the balance \$ _____ to be paid at on the date of the EVENT.

EVENT PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between NICK IN THE WALL PHOTOGRAPHY 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.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. See Addendum A - Photographic Check List

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. NICK IN THE WALL PHOTOGRAPHY recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the EVENT 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 photograph's. NICK IN THE WALL PHOTOGRAPHY is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to NICK IN THE WALL PHOTOGRAPHY.

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. CLIENT and NICK IN THE WALL PHOTOGRAPHY agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or venue or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; However, NICK IN THE WALL PHOTOGRAPHY will offer technical recommendations and assist in explanations to venues and or officials as required.

FILM and COPYRIGHTS:, the photographs produced by NICK IN THE WALL PHOTOGRAPHY are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without NICK IN THE WALL Photography's explicitly written permission.

EXHIBITION: CLIENT grants NICK IN THE WALL PHOTOGRAPHY permission to display selected images resulting from this assignment as an example of NICK IN THE WALL PHOTOGRAPHY work and for entrance into photographic competitions and release all claims to profits that may arise from use of image.

MODEL RELEASE. The CLIENT hereby grants to NICK IN THE WALL PHOTOGRAPHY and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising 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 NICK IN THE WALL PHOTOGRAPHY and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: If NICK IN THE WALL PHOTOGRAPHY cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury NICK IN THE WALL PHOTOGRAPHY will make every effort to secure a 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. NICK IN THE WALL PHOTOGRAPHY takes the utmost care with respect to exposure, transportation, and

processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond NICK IN THE WALL PHOTOGRAPHY's control, NICK IN THE WALL PHOTOGRAPHY 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.

PAYMENT SCHEDULE: 50% security deposit due at time of signing of agreement. Balance payable in full at time of EVENT.

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

Signed _____ (Client) Date _____

Signed _____ (Photographer) Date _____