



EVENT PHOTOGRAPHY CONTRACT

ENTIRE AGREEMENT: This agreement contains the entire understanding between CreativeSoul 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.

RESERVATION: Upon your signature, CreativeSoul Photography 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 of 50% is non-refundable, even if 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 photography package. **Client understands and agrees that the entire amount owed for reservation deposit described in the contract is due at the time of booking.** **Client** agrees if the balance is not paid at this time, CreativeSoul will not photograph the event described on the contract with no liability to CreativeSoul Photography and loss of Reservation Deposit by **Client**.

PRE-EVENT CONSULTATION: The parties agree to a pre-event (phone or in-person) consultation before the event date in order to finalize the actual shooting times, locations, and **CLIENT'S** request list 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 photograph(s).

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. CreativeSoul

is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to us. We recommend the **CLIENT** designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the event that they wish to have photographed.

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 CreativeSoul Photography agree that cheerful cooperation and punctuality by all event participants are therefore essential to that purpose. Shooting commences at the scheduled start time. CreativeSoul Photography will not be held responsible if the event does not start on time.

HOUSE RULES: The photographer is limited by the guidelines of event 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; CreativeSoul Photography will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs and digital negatives produced by CreativeSoul Photography are protected by Federal Copyright Law (all rights reserved) and CreativeSoul retains the copyright to all photos and images produced. The **Client** may reproduce any images in any manner they like for sharing and enjoyment of friends and relatives. The **Client** must obtain written permission from CreativeSoul prior to the **CLIENT** or their friends and relatives publishing or selling the photographs for profit.

MODEL RELEASE: The **CLIENT** hereby grants to CreativeSoul 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 CreativeSoul and his legal representatives and assigns from all claims and liability relating to said photographs.

COOPERATION: The **CLIENT** is responsible for the conduct of their guests. Coordination with other service providers is necessary to complete all the photography as scheduled. The **clients** should share the photography schedule with other service providers to make sure that there are no conflicts with times. CreativeSoul will not tolerate verbally or physically abusive behavior, nor will we share our 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 their guests or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. We understand that in such an event, no refunds will result.

COMPLETION SCHEDULE: Digital processing takes approximately 1 week. Digital negatives will be delivered to client on DVD no later than 2 weeks from package payment.

PAYMENTS: CLIENT agrees that the Reservation Fee is due at the time of booking and the package pricing fee is due before any prints or digital negatives are delivered.

DIGITAL NEGATIVES: The **Client** will receive a copy of the high resolution digital negatives on DVD. The **client** has the right to freely make and distribute copies of the digital files to anyone he or she sees fit so long as the images are not sold by the **client** for profit.

PENALTY FEES & CHARGES: There will be a \$35 late payment fee for any payments that are not postmarked or delivered to CreativeSoul by the required date.

RIGHT OF WITHDRAWAL: The studio's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Noncooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$100 an hour is billed for all photography services already provided, and \$20 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the studio withdraws -- the **client** will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. CreativeSoul Photography 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. CreativeSoul 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 our control, CreativeSoul'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.

PERFORMANCE: The performance of this contract on behalf of CreativeSoul Photography 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.

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.

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 studio at the time of this signing shall be recognized as amendments to this contract.

PAYMENT SCHEDULE: 50% due at the time of booking. Remaining balance due date of the event.