

Photography Agreement & Contract



Event Date : _____

Time Photography Starts: _____ AM PM

This agreement is between Joe Stewart Photography, hereinafter referred to as the "Photographer", operating in the State of Oklahoma, and the signers of this portrait photography agreement, 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 terms and agreement contract, release form, accident waiver and price list are legally binding documents between the Parties.

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 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.

CONTRACTING PARTIES

CLIENT NAME

CLIENT STREET ADDRESS

CLIENT CITY

CLIENT STATE

ZIP CODE

CLIENT TELEPHONE

CLIENT EMAIL



ADDITIONAL CONTACT INFORMATION

CLIENT NAME

CLIENT STREET ADDRESS

CLIENT CITY

CLIENT STATE

ZIP CODE

CLIENT TELEPHONE

CLIENT EMAIL

EVENT INFORMATION

VENUE 1 (Time) _____ AM PM

LOCATION NAME

CONTACT NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

EMAIL

VENUE 2 (Time) _____ AM PM

LOCATION NAME

CONTACT NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

EMAIL



COVERAGE

Coverage will begin at (Time) _____ on (Date) _____, and continue for _____ hours, contiguously.

RETAINER

A retainer fee of \$100.00 is required for all portrait sessions.

This is a non-refundable retainer. In the event of cancellation, the retainer 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, for any reason. 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.

CHANGE OF VENUE

The Photographer must be notified immediately of any changes in location, at least forty-eight hours (48 hours) 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 seven (7) 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 one (1) week 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.

CHANGE OF DATE

In the event that the Client needs to reschedule the session, if the client reschedules within thirty (30) days of the original date an additional retainer fee of \$50.00 is due before the new date will be reserved. The additional retainer fee will **not** be applied towards the remaining balance.

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 one week 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 and non-transferrable. 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 venue or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, the tardiness of the clients or other principles. The photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to tardiness 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 his/her best to fulfill all requests but can make no guarantees that 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.

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, XQD card, or SD 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.

EXCLUSIVE PHOTOGRAPHER

The photographer and/or any photographers hired by Joe Stewart Photography 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.

EVENT FOOD SERVICE

A light meal is required for events up to 6 hours for the photographer. For events up to and past 8 hours a full course meal is required. If no meal is provided, it is understood that the photographer will leave the event to purchase a meal.

GARMENTS

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

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. If purchasing Hi-Resolution images on CD/DVD, Clients will be given a written release to make personal copies of images from CDs or DVDs. The client understands the images given on CD/DVD cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by the photographer, Joe Stewart Photography. Any and all digital files and images given to client will be JPEG format. No RAW files or images will be given or distributed to client, or anyone on client's behalf.

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.



RETURNED CHECKS

Returned checks are subject to a **\$50.00** 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

Cash, credit card, check, PayPal, Apple Pay, and Venmo are accepted. Please make all checks payable to Joe Stewart

Additional locations \$50.00 each

Additional locations: _____

Total Cost: \$_____

Initial Package Total = \$_____

Sub Total \$_____

Sales tax \$_____

Grand Total \$_____

Final Total Package Balance Due: \$_____

(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 terms and conditions, and acknowledge that they have received, read, and understand the agreement.

(Client Name – Print) (Client Name – Signature) (Date)

(Photographer Name – Print) (Photographer Name – Signature) (Date)

Joe Stewart
Joe Stewart Photography
806-681-7277
JoeStewartPhotography@gmail.com

