

This agreement is between Shashi Yejide, hereinafter referred to as the "Photographer", operating in the State of Maryland, 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 contract terms, agreements, and price list are the only legally binding documents between the Parties.

Contracting Parties

NAME
ADDRESS
PHONE NUMBER

Additional Contact Information (Agency)

Event/Shoot Information

DATE/TIME/PLACE:
Shoot Expectations:

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/Session

Coverage/Session will begin at _____, 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 **one week** 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 7-10 days prior to the event. In the event of a 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 two weeks 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/sessions and times.

Last minute Bookings - Events Only

Last minute bookings are considered less than one weeks' notice. An additional \$150 will be added to your total cost. Payment must be paid in full on or before the scheduled booking. Please send payment to shashi.yejide@yahoo.com via PayPal or wait for an invoice to be sent via PayPal.

RETAINER

A retainer fee of at least \$50 is required for all portrait sessions. A retainer fee of 30% is required for all events. 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 and contract is signed.** 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 by the day of the event/session, the Photographer will not be expected to attend said event/session. If the photographer cancels the retainer will be refunded.

CANCELLATION

There shall be **no** refund of retainer after the signing of the Agreement and the reservation of the photography date. Please cancel within one week of the event/session. 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. There will be a \$25 rescheduling charge for sessions rescheduled within a week of the shoot. The fee will be added on the back end of the session.

RESPONSIBILITIES

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. The Photographer is not responsible for missed opportunities due to the client not being prepared ie. clothing choices, jewelry, etc.

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.

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.

VENUE AND LOCATION LIMITATIONS:

The PHOTOGRAPHER is limited by the rules and guidelines of the location(s) and 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 CLIENT's responsibility; the PHOTOGRAPHER will offer technical recommendations only.

SAFETY

The PHOTOGRAPHER reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer from the PHOTOGRAPHER experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from the PHOTOGRAPHER is in question.

SHOOTING TIME / ADDITIONS:

The CLIENT and the PHOTOGRAPHER agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S)/Session, shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

FILM and COPYRIGHTS:

The photographs produced by the PHOTOGRAPHER are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the PHOTOGRAPHER's explicitly written permission.

If the CLIENT has purchased an "Image DOWNLOAD" from the PHOTOGRAPHER, upon final payment by the CLIENT, **limited** copyright ownership of the resulting images will be transferred to the CLIENT.

If the CLIENT has purchased an "Image DOWNLOAD" from the PHOTOGRAPHER, the PHOTOGRAPHER grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered. Although desired, textual credit does not have to be given if client purchased the download.

The CLIENT must obtain written permission from the PHOTOGRAPHER prior to publishing or selling the photographs.

The client understands the images downloaded cannot be used for profit or advertising unless a yearly Commercial Usage License has been purchased.

All posting of images on the internet must be acknowledged as images by the Photographer.

If a DOWNLOAD is not purchased you are restricted from reproducing the PHOTOGRAPHERS work without permission in writing.

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.

CAPTURE AND DELIVERY

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

POST PRODUCTION AND EDITING:

The final post production and editing styles, effects, and overall look of the images are left to the discretion of the **COMPANY**. Editing styles will not be changed once you book your session. You will receive un-watermarked edited photos.

How will my photos be delivered?

- At least 1 photo must be purchased within 2 weeks from the time your proofs were delivered. After 2 weeks the photos will be deleted if no communication. It is perceived you are not interested in the photos.
- After purchasing your first batch of photos, the unedited photos (proofs) will remain in a private folder for future editing and download for 6 months only.
- You will be allowed access to the online photo album. Choose the photos for editing and they will be delivered to you accordingly.
- There will be a \$50 charge per headshot photo \$75 for general photos, and \$90 for family photos, for any photos that were already delivered that you'd require additional editing. It is assumed you were aware of the editing styles of the photographer and that it will not be changed once the session is booked. Therefore it is important that you discuss this with the photographer prior to the session.

MODEL RELEASE:

The CLIENT hereby assigns the COMPANY 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, educational and any other purpose and in a suitable and respectable manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from the use of images.

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.

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.

LIMIT OF LIABILITY

If the Photographer or its assignees 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 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.

HEADSHOTS / PHOTOSHOOTS

Photographer is not responsible for missed opportunities because client failed to arrive prepared ie. clothing, shoes, jewelry, children uncooperative etc. Photographer is not responsible for lack of information provided by client (location, intent, etc). Photographer is not responsible for the sessions outcome of any locations chosen by the client. Client will be charged an inconvenience fee of \$50 for rescheduled sessions that were not by fault of the photographer.

REFUND SUMMARY

Refunds will only be granted if photographer did not provide services agreed to in this contract.

Refunds will not be provided if client failed to sign and return the client agreement.

Final Total Package Balance Due:

PAYMENT

Payment must be paid in full by the date of the shoot. Please follow the PayPal instructions. Cash is also NOT accepted. 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. **Refunds:** Please read refund section of contract.

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.

Client Signature / Date

Photographer Signature / Date

AMENDMENT PAGE

Please be sure to provide me with your recommendations at least 1 week before your shoot. The release must be signed before the shoot.

Section Title (be specific)

Section Title (be specific)

CLIENT SIGNATURE

PHOTOGRAPHER SIGNATURE