

JScott Creations

336-383-0632

jscottcreationsphoto@aol.com

Contract for Photography Services

Client's Name: _____

Client's Address: _____

Client's Phone # _____ email _____

Photography Location: _____

Photography Date: _____ Start Time: _____ End Time: _____

Proof photographs are to be delivered to Client by / /

Form of Proof (CD/Prints/Web etc.) _____ Date ___/___/20___

Minimum number of Photographs to be taken: _____ Maximum number: _____

Photographer's Fee: \$_____ Deposit paid: \$_____

1. The Client shall reimburse Photographer for any additional costs the Photographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

2. Deposit and Payment. The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. Balance shall be paid in full on or before the date specified above.

3. Rescedual and Cancelations. The deposit is not refundable unless certain circumstances apply.

However you may reschedule your session for any reason within a minim of 24 hours prior to session without losing any deposit paid. This may only be done a maximum of two times before deposit is lost.

The obligation of the Parties shall be excused for scheduled photo shoots and deadlines by detention of key personnel by sickness, accident, riot, strike, epidemic, act of God, Force Major or any other legitimate condition

beyond the control of the obliged Parties. If such circumstances arise in the case of the freelancer, the freelancer shall, at the discretion of both parties, agree to appear at a substitute date that is mentioned in the schedule set forth by both parties. If such circumstances arise in the case of the client, the client shall, at its discretion, set forth a substitute date for the appearance as set in the schedule for the client. If the freelancer cannot be accommodated by either date, the client will either negotiate a separate date, or terminate the freelancer's scheduled employment with the client. Neither Party shall be liable for indirect, special or consequential damages arising from any breach of this Agreement

4. Proof photographs shall be delivered to the Client. The client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared, and specify the number and format(s) of the final photograph to be delivered for each proof image.

5. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation.

6. In acknowledgement of payment in full for photography services performed the Photographer hereby grants to the Customer unlimited reproduction rights to the photographs for personal (**non-commercial**) use. The Photographer also acknowledges that the Customer owns the copyright of images commissioned for domestic use (for example, family portraits, wedding photos, personal etc.). The Photographer claims a "right of restraint" to prohibit the use of images commissioned for domestic use being used for commercial purposes without prior written agreement. Where images are commissioned for commercial use, the Customer acknowledges that the copyright is owned by the Photographer and subsequent use will be as agreed. Requests for commercial use of photographs are to be submitted for approval. An additional fee may be payable.

The Customer hereby indemnifies the Photographer against any claims and damages, including reasonable legal fees, arising from the Customer's use of the photographs and the Photographer's use of any material under instruction from the Customer. . Both parties shall not be held responsible for any danger or injury encountered by the photographer or client before, during, or after their respective assignment for the client.

Applicable Law

This contract shall be governed by the laws of the County of Guilford in the State of NC and any applicable Federal law.

Client's Signature

Photographer's Signature

Printed Name

Printed Name