



## PHOTOGRAPHY AGREEMENT

This agreement is between 2nd Shot Photography, hereinafter referred to as the "Photographer", operating in Texas, and the clients of this photography agreement, hereinafter referred to as the "Clients", collectively referred to as the "Parties", with the Photography Service Provided during each Photography Session.

### AGREEMENT OVERVIEW

This agreement contains the entire understanding between the Photographer(s) and the Client(s). 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, agreed upon 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.

#### Change of Date, Time and Venue

Photography Session will begin at the time agreed upon, and will last long enough to obtain the number of head shots purchased, continuously. Any additional time incurred during the photography session will be billed accordingly as stated in the Invoice.

The Photographer must be notified immediately of any changes in schedule or location, at least 3 business days prior to the scheduled date of photo shoot. Notification of any changes can be made by phone along with a 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. In the event of change of address or contact information (time, etc.) as listed at the time of Booking, the Client must notify the Photographer.

#### Cancellations and 'No Shows'

If the event or photography session is canceled within 24 hours 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 time slot reserved for the Client. Once a balance is paid, it is non-refundable. If the Client and/or Photographer cancel the Outdoor Photography Session due to the unforeseen weather conditions, the Client and Photographer should arrange to move the session to a different date and/or time. Cancellation must be in writing even if a phone call was made to inform the Photographer of the cancellation.

Clients who have already paid for the Photography Session and failed to show up at the time of the appointment agreed upon with the Photographer will not be refunded or credited by no means.

Any other arrangements should be discussed between the Clients and the Photographer. All arrangements should be put in writing.

#### 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 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. 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 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 or points of interest for informal or candid photographs to the photographer during shooting that they wish to have photographed. The Photographer will not be held accountable for not photographing desired people and or subjects of interest if there is no one to assist in identifying people and or subjects of interest or gathering people and or subjects of interest 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.

#### Copyright

Title (possession) of and copyright to all products shall remain with the Photographer unless the client has paid for exclusive rights. All photos are copyrighted. The 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 High 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.

#### 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 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.

#### Travel Expenses

Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits.

#### Creative License

Photos will be captured and edited at the Photographer's discretion, and delivered photos 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.

#### 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, and business closure, then the Photographer shall return any moneys paid by the Client, less 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 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.

#### Returned NSF Cheques

Returned cheques are subject to a \$75.00 returned NFS cheque 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.

Please make all cheques payable to: Philip A. Swiderski Jr

#### Credit Card Payments

Visa and Mastercard Credit Cards are accepted modes of payment. There will be a 2.75% bank processing fee to be added on top of the after-tax balance per transaction as hosted by PayPal.

#### Additional Services and Images, Location, and Time

The Client agrees to pay \$100.00 per photograph for limited digital use ie: facebook, twitter, linkedin & google plus. The Client agrees to pay \$500.00 for unlimited rights per photograph.

Additional Time may be requested by the Client for \$50 per hour fee.

#### SERVICING LOCATIONS:

Within the Dallas Texas area. (\$50 Travel Fee Applies)

Texas State wide (\$125 Travel Fee Applies)

Clients are responsible for all location or entrance fees and permits.

Photography Package, Late Order, Turnover Time and Rush Orders

All images will be digitally retouched, processed and stored in CD/DVD with both high-resolution and watermarked web-sharing versions. If the Client(s) prefer not to have their images retouched, the Client is responsible for informing the photographer. Additional retouches after the fact will incur additional retouching charges of \$25 per hour.

After the photography session, the Photographer(s) is responsible to present the photography session proofs to the Client(s) within 3 - 5 weeks, unless, the Client agrees to have the Photographer choose the images. If the Client decides to choose the photos to be retouched and processed by the Photographer, the Client must submit their photography package order within 10 business days. Otherwise, the Client will incur late order charges of \$10 per day of delay.

Turnover time is between 5 - 10 weeks depending on the service selected. The Photography Package will be sent out within the given time frame via regular mail i.e. U.S. Mail. The Photographer is responsible for informing the Client once the shipment has been done.

For rush orders that are requested to be submitted within 5 business days, the Client should agree to pay the Photographer a \$180 fee plus applicable taxes. The Client is advised to inform the Photographer of the required date of submission at the time of booking.

Additional Location

For each additional location required during the Photography Session, the Client agrees to pay the Photographer \$ 25.00 to each location they transfer to, plus the additional time that will be incurred during the photo shoot.

\*All Payment is due at time of booking. Submission of payment, is your signature of this contract. On Day of shoot, the photographer will provide this contract for both parties to sign Client will receive e-copy with digital proofs.

This is a contract for 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 stated in the Invoice at the time of their booking.

\*This Contract covers all services that 2nd Shot Photography offers. Photographer, may refer to Philip A. Swiderski Jr. , 2nd Shot Photography, #woctxphotog, Art & Photography by PasjrWoctx, or any agent acting on behalf of the fore mentioned. Client, may refer to your name, your location, your product, your service, ect...

\*Model Release, as a client of 2nd Shot Photography. You have granted us permission to use any and all photographs captured in any way 2nd Shot Photography sees fit. And release of photos will be in accordance to our \*Creative License Photos will be captured and edited at the Photographer's discretion, and delivered photos 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.

\*As a second shooter 2nd Shot Photography maintains all rights to photos captured by our photographer. Whether, 2nd Shot Photography is the the primary photographer or the 2nd Shooter. And release of photos will be in accordance to our \*Creative License Photos will be captured and edited at the Photographer's discretion, and delivered photos 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.

This contract also applies to all that assist in the Shoot, Processing, Selling, Hair and Makeup, Sound, Film/Video, Lighting, Catering and other services ect...

Studio:

Client:

2nd Shot Photography

2nd Shot Photography

Date Printed

Jan 19, 2017

