



PHOTOGRAPHY CONTRACT

DETAILS

Primary Contact:

Primary Phone:

Secondary Contact:

Secondary Phone:

Event Date:

Location:

Starting Time:

Ending Time:

SERVICES

TICK YOUR PREFERRED PACKAGE

Eccentric Love | Package 01

Nostalgic Realm | Package 02

Habitual Road | Package 03

Other

EXTRA SERVICES:

DEPOSIT

THE BALANCE IS DUE 30 DAYS BEFORE THE EVENT UNLESS ALTERNATE ARRANGEMENTS ARE
MADE BEFORE THE DATE OF THE EVENT.

Deposit Amount: \$

Date Paid:

TOTAL DUE:

In consideration of services rendered by Photographer, Client agrees to pay the price above.

TERMS

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Anna Jones | Art of Photography (occasionally referred to herein as "Photographer") and (occasionally referred to herein as "Client"). It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature and deposit, Anna Jones | Art of 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 is non-refundable, even if the date is changed or the event canceled for any reason; including acts of God, fire, strike and/or 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.

3. CANCELLATION: In the event that **THE CLIENT** cancels the contracted services for event photography outlined in this contract before the event ceremony takes place, the deposit will be forfeit. Anna Jones | Art of Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to **THE CLIENT**.

4. PRE-EVENT CONSULTATION: If requested, the parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times and locations.

5. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Anna Jones | Art of Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Anna Jones | Art of Photography.

6. 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 involved. **THE CLIENT** and Anna Jones | Art of Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time, which for purposes of this agreement, is _____ AM/PM, shooting shall conclude no later than _____ AM/PM. In the event shooting has not concluded by the stated time, **THE CLIENT** shall be subject to an additional fee of \$ _____ per hour unless expressly waived by Photographer. Should the ceremony start late due to any reason whatsoever, Anna Jones | Art of Photography will not be held liable for any photographs not taken. In the event that the event exceeds 4 hours, **THE CLIENT** shall furnish a meal of reasonable standards to the Photographer, or be subject to an additional \$25.00 per diem. Any event which takes place thirty (30) miles or more outside the principal office of photographer is also subject to a mileage expense equal to the mileage rate as calculated by the Internal Revenue Service as of the date of the event.

7. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception 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 **THE CLIENT'S** responsibility; Anna Jones | Art of Photography will offer technical recommendations only.

8. DIGITAL NEGATIVES, PRINTS & COPYRIGHTS: The photographs, digital negatives or prints produced by Anna Jones | Art of Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Anna Jones | Art of Photography's explicit written permission. Upon final payment by **THE CLIENT**, shared copyright ownership of the resulting images will be transferred to **THE CLIENT** under the following conditions:

THE CLIENT must obtain written permission from, and compensate Anna Jones | Art of Photography prior to an event where **THE CLIENT**, **THE CLIENT'S** friends or relatives publish or sell the photographs for profit.

MODEL RELEASE: THE CLIENT hereby assigns and grants Anna Jones | Art of Photography and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. **THE CLIENT** hereby releases Anna Jones | Art of Photography and its legal representatives and assigns from all claims and liability relating to said photographs. Unless expressly waived and consented to by both parties, it is agreed that Anna Jones | Art of Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Anna Jones | Art of Photography.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Anna Jones | Art of Photography will act as the sole and exclusive event photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Anna Jones | Art of Photography. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography is not encouraged.

Anna Jones | Art of Photography will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If **THE CLIENT** is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, 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. **THE CLIENT** understands that in such an event, no refunds will be granted. Further, Photographer is neither responsible nor liable for any damages or general dissatisfaction with the final product which may materialize as a result of guest interference or actions.

9. PAYMENTS: THE CLIENT agrees that a deposit is required at the time of contract acceptance and 100% of the remaining balance is due 30 days prior to the event unless agreed upon above. Following full payment, Photographer shall deliver to Client all photos, prints, albums, or any deliverable items agreed to and detailed in the attached addendum corresponding to the selected photography package identified at the beginning of this agreement. Exact time for delivery is identified in the attached addendum, unless otherwise expressly agreed to.

10. RIGHT OF WITHDRAWAL: Anna Jones | Art of Photography discovery of new information, changes to agreed circumstances, or other factors, which tend to circumvent its policies, may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Anna Jones | Art of Photography initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$75.00 an hour is charged for all photography services already provided and \$35.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

11. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Anna Jones | Art of Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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. Anna Jones | Art of Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of **THE CLIENT'S** photographs being lost, stolen or destroyed for reasons within or beyond Anna Jones | Art of Photography control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

12. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the event, Anna Jones | Art of Photography cannot place an unconditional guarantee on the above. Anna Jones | Art of Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Anna Jones | Art of Photography control.

13. PERFORMANCE: The performance of this contract on behalf of Anna Jones | Art of 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.

14. GOVERNING LAW AND MEDIATION: a. This Agreement shall be interpreted in accordance with and governed by the laws of the state of Iowa. Venue shall be in Polk County, IA, or whichever County Anna Jones | Art of Photography is principally headquartered in. b. No party shall be entitled to the recovery of any damages with respect to this Agreement, or any of the transactions contemplated hereby, other than compensatory damages for the reasonably foreseeable results of any breach and/or nonperformance. c. Either prior to commencement or in conjunction with litigation commenced by either party, the parties agree in good faith to participate in mediation as a means to achieve a mutually agreeable resolution. If the parties are unable to agree upon a mediator, the Court in which any Action is brought shall either appoint the mediator of its choice, or delegate the selection of mediator to the local county mediation program in the event one exists.

15. NOTICE: Any notice required herein shall be sent by certified mail, with return receipt, or by overnight courier, and any such notice shall be deemed sufficient if so mailed to the last address appearing on the books of the representative or registered agent for the party entitled to receive such notice.

16. 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.

17. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by **THE CLIENT** and Anna Jones | Art of Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

I HAVE READ AND UNDERSTOOD THE TERMS ABOVE. I HEREBY AGREE TO THE TERMS OF THIS AGREEMENT.

Client Signature

[Client responsible for payment]

Photographer Signature

[On behalf of Anna Jones Photography]