

CIEGEPHOTOGRAPHY

Client(s) _____ (Print)

Address _____

Phone _____ Cell Phone _____ Email _____

Date _____

Location _____

Work Type (Circle One): Commercial Wedding Event Portfolio Portraits Design Other

Terms and Conditions

(1) Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Unless otherwise specified on the front of this document, Photographer may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that the Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client's responsibility to verify that the digital data (including color profile, if provided) are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for sending an authorized representative to the assignment or for having an authorized representative review the images remotely during the assignment. If no review is made during the assignment, Client is obligated to accept Photographer's judgment as to the acceptability of the Images.

(2) Copyright: All photographs created by the photographer are copyright protected. It is a violation of federal copyright law to copy, scan, or allow photographs the photographer has created to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered (digitally or otherwise), without the photographer's express written or verbal permission. The client agrees to purchase photography prints directly from the photographer or flash drive with digital files. In addition, for event packages, additional photographers or photographs cannot be taken before member(s) employed by CIEGEPHOTOGRAPHY have taken photographs that are needed to meet our clients' needs. This contract will also serve as a written permission to print images from CIEGEPHOTOGRAPHY flash drive.

(3) Image release (Reproduction and Advertisement): The photographer may make reproductions for the client or for the photographer's portfolio, samples, or self-promotions, or for professional competitions and review. We will not make reproductions for other use without first obtaining written permission from you, the client. If the client is using the images for advertising purpose, a credit of the photographer must be placed near or on the photo.

(4) Payment Policy: A non-refundable deposit of **(50% OF TOTAL BILL)** will be due at the signing of this contract to secure reservation of photographer, no earlier than a month in advance. The remainder of the bill is due the date of the shoot/event before the shoot/event begins, **NO Exceptions**. If this final payment is not received at the beginning of the shoot/event the photographer has the right to refuse service until final payment is received.

(5) Cancellation Policy: If for any reason the client cancels or postpones event, deposits are non-refundable. In the case of postponement, every effort will be made to accommodate postponement as long as there are no scheduling conflicts. All monies paid will be applied to any new reservation up to one year. Cancellation must be made in writing and signed by both the client and the photographer. Written cancellation must be received 14 days before shooting date.

(6) Limits of Liability: In the event of personal illness or other circumstances beyond the control of the photographer, the client may terminate this agreement and receive a full refund of all monies paid. **(THIS INCLUDES THE DEPOSIT TOO)** The photographer will not be held liable for the finished product or incomplete coverage in the event of tardiness or time restrictions placed on the photographer by client. The photographer shall not have any further liability with respect to the agreement. If the client wishes, another sitting can be scheduled. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In such cases of outside circumstances, the photographer is not liable and the client shall only be entitled to a refund of monies paid not deposit.

(7) Photographs: Client understands that photographs/packages will be available within 2-4 weeks after the date of the photography event. Proofs shall be placed on a proof card (Not for weddings – preview of book will serve as proof), which will show editing choices of best photos chosen by photographer. Also note that if no legitimate faults or technical errors can be found in relation to the quality of the images, this does not give the client the right to withhold payment. Legal action may be taken to obtain full payment. **Client understands that no photos will be released until full payment is received.**

(8) Agreement: This agreement incorporates the entire understanding between the clients and the photographer. Any modifications made to this contract must be in writing and signed by all parties. Client signing below will be fully responsible for ensuring that full payment is made according to the terms of this contract.

Packages

Commercial Packages (Product/Inventory/Campaign/Editorial)

- ½ Day Service (4.5 Hours) \$400.00
- Full Day Service (8 Hours) \$800.00

Portfolio Packages (Models, Artist, Promotional)

- 3 Outfits (10 Edited Images) \$250.00

5 Outfits (15 Edited Images) \$400.00

Portrait Package #1 (Senior/Graduation/Maternity/Couple/Engagement/Other)

1 Outfit (10 Edited Images) \$100.00

2 Outfit (15 edited Images) \$140.00

3 Outfit (20 Edited Images) \$170.00

Portrait Package #2 (Headshots)

3 Images \$35.00

5 Images \$50.00

Wedding Package

Full Day \$1000.00

7 Hours \$700.00

6 Hours \$600.00

Event Packages

By the hour \$75.00 (*note \$150.00 flat then \$75/hr after two hours*)

Graphic Design

By the hour \$25.00 (*note \$50.00 flat rate then \$25/hr after two hours*)

Additional Fees

Editing - By the hour \$25.00 (*note \$50.00 flat rate then \$25/hr after two hours*)

Flash drive - \$12.00

Web Transfer - \$5.00 (Via Wetransferlink.com or Dropbox.com)

Hair and Makeup - Varies

Wardrobe Styling - Varies

Studio Fee - \$15.00

Studio - \$50.00 an Hour, 1/2 Day \$175.00 (4 Hours), Full Day \$350.00 (8 Hours)

Additional Locations - \$15.00 per new location

Wedding Book via Blurb.com \$120.00

Additional Wedding Time/Hour \$150.00

Package Price _____

Fees _____

Discounts _____

Total _____

Deposit (Date / /) _____

Balance Due _____

Final Payment (Date / /) _____

The undersigned have read and agree to all the terms on all the pages of this contract.

Photographer (Signed): _____

Client (Print): _____

Client (Signed): _____

Date: _____