

GJD Fotography LLC Service/s Contract

This agreement is between **GJD Fotography LLC** (hereafter "Photographer" "the Photographer" or "Photography Company") and _____ (hereafter referred to as "CLIENT").

1. Scope of Work:

All work will be shot with professional cameras with back up equipment. This contract is for services and products related to a photography/videography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place. PHOTOGRAPHER and CLIENT are to arrive for the SHOOT on:

_____/_____/_____(date) at _____:_____ pm/am _____ at _____

(place). If the CLIENT requires the PHOTOGRAPHER to go to a different location, other than the one above, on the day of the SHOOT, additional charges to compensate for travel and time squander may occur, see *Section 2: Payment and Charges*. PHOTOGRAPHER will perform digital photography and color management consultancy knowledge where artistically necessary. PHOTOGRAPHER then will send proofs of photographs as per *Section 3: Work Product Ownership* to CLIENT for revision. Once revision is completed by the CLIENT and photographs have been selected, as per *Section 1: Scope of Work*, PHOTOGRAPHER will finalize digital adjustments, corrections and enhancements of chosen photographs and send to the CLIENT in digital form.

2. Payment and Charges:

- a. The CLIENT agrees to pay the following rates to the PHOTOGRAPHER:
 - a. **Hourly** rates for **Photo: \$100**; For **Video: \$150**;
 - b. **Half Day** (4 hours) rates for **Photo: \$350**; For **Video: \$500**
 - c. **Full Day** (8 Hours) rates for **Photo: \$750**; For **Video: \$1100**
 - d. **Hourly rates for OVER Full Day** for **Photo: \$125**; For **Video: 175**
 - e. **Equipment usage. 1 (one) camera, 1 (one) Tripod are included.** The dollar amount is directly correlated to the amount of assets used. For additional equipment, the charge is **\$50 (Fifty Dollars) per equipment**. These may be, but are not limited to gimbals, microphone, lights (1 pair) and so forth.
 - f. **Location. 1 (one) location is included** in the hourly rates. Additional charges for a location change are not limited to **\$50** (fifty dollars). These will cover cost of travel and equipment setup time usage. If the distance between locations is more than 30 (Thirty) minutes, PHOTOGRAPHER reserves the right to charge an extra \$125 per hour for time spent in travel.
 - g. **Extended licensing charge \$100.** This is a flat rate fee for all work procured by the PHOTOGRAPHER, that gives the CLIENT **extended commercial rights** to the WORK PRODUCT for 1 (one) year, starting from the date CLIENT received the finished product/s. Additionally, it covers cost and fees that arose from purchasing additional assets (pictures, music, sounds) to complete the WORK PRODUCT.
- b. **Digital manipulation charges/Post-Production.**
 - i. **Hourly for Photo: \$100**
 - ii. **Hourly for Video: \$200**

- c. **A non-refundable initial payment** totaling **\$250**; or **50%** (fifty percent) for SHOOTs that may cost more than **\$2000** (two thousand dollars), of the total price of the photography services; upon signing this contract.
- d. **Additional charges** will apply accordingly, in case other assets, equipment or crew members are added to the SHOOT.
 - a. **Rental fees (if applicable)**. All fees, charges and late payments on equipment, crew members or assets are the sole responsibility of the CLIENT, if it has not been previously discussed and agreed upon by both parties, PHOTOGRAPHER and CLIENT before the SHOOT.
 - b. **Design charges**. This category represents all other forms of art that the PHOTOGRAPHER has to offer. These charges vary, based on the talent required by the CLIENT. Factors that impact the dollar amount of this charge may be, but are not limited to time, location, availability, respective knowledge, artistic advantages, innovation and resources.
- e. The total dollar amount owed is based on the number of hours spent during the SHOOT and in Post-Production.
- f. If CLIENT arrives more than 15 minutes after the proposed time in *Section 1: Scope of Work*, excluding instances as stated in *Section 4: Indemnification, item c*, a **late fee of \$50** (fifty dollars) will be added to the price estimate.
- g. If PHOTOGRAPHER arrives more than 15 minutes after the proposed time in *Section 1: Scope of Work*, excluding instances as stated in *Section 4: Indemnification, item b*, the CLIENT will receive a 10% discount, on top of pre-existing promotions, on the total amount of moneys for the SHOOT.
- h. Initial payment for this SHOOT is \$ _____ and was paid on ____/____/____.
- i. Remaining balance as of ____/____/____ is \$ _____.

The initial payment reserves the PHOTOGRAPHER'S time and is **not a retainer or refundable deposit**. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this SHOOT for any reason, the initial payment will not be returned to CLIENT. The remaining balance of the payment for photography services must be **paid in full on or one day before** the SHOOT detailed in *Section 1: Scope of Work*. If CLIENT is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon delivery of photos to client. ANY late payments will trigger a fee of 15% per month on the amount still owed.

3. Copyrights of the Work Product

Any copyrightable works, ideas, discoveries, products or other information (collectively, "The Work Product") developed in whole or in part by the PHOTOGRAPHER in connection with the services will be the exclusive property of the PHOTOGRAPHER. The Work Product is the property of the PHOTOGRAPHER as protected by US copyright law. PHOTOGRAPHER has the right to reproductions for the purpose of creating samples, displaying samples of the PHOTOGRAPHER'S work on websites, entry in photographic exhibitions and contests, editorial or art sales general display for the PHOTOGRAPHER'S promotion. PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos except for a license to review them, but not store the proofs.



All photos delivered to CLIENT are licensed for CLIENT'S **personal use only**. Personal use constitutes use of photographs on social networks and private viewing only. When posting photographs on such networking websites or portals, PHOTOGRAPHER requires the CLIENT to correctly credit the work on the photographs with the PHOTOGRAPHER'S registered business name. CLIENT acknowledges that any commercial use, selling or distribution of the photographs to third party businesses, excluding family individuals, must be confirmed first with PHOTOGRAPHER and may result in additional licensing fees.

4. Indemnification:

- a. PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT, unless otherwise stated therein.
- b. If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control such as acts of God, explosions, fire, floods, illness, CLIENT agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.
- c. If CLIENT is unable to attend the services in this contract due to, and only, any cause outside its control such as acts of God, explosions, fire, floods, illness, PHOTOGRAPHER agrees to indemnify CLIENT for any loss damage or liability. Subsequently, the SHOOT will be postponed to a different date and time suitable to both CLIENT and PHOTOGRAPHER at no extra charge to CLIENT.
- d. CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.
- e. CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this SHOOT 30 (thirty) days after the photos have been delivered to CLIENT.
- f. CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.
- g. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of Client

CLIENT will arrive on time for the SHOOT. CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer and therefore will reimburse or cover any fees that arise from such instances.

6. Duty of Photographer:

PHOTOGRAPHER will arrive on time for the SHOOT. In some occasions, PHOTOGRAPHER will arrive 30 (thirty) minutes to 1 (one) hour in advance at shooting location. Home visits are excluded from such early arrivals unless CLIENT requires preparation for the SHOOT. While every reasonable effort will be made to produce and deliver outstanding results of the SHOOT, the PHOTOGRAPHER'S entire liability to the CLIENT for any claim or loss arising from the PHOTOGRAPHER'S performance is limited to a refund to the CLIENT of the amount paid for services. In the unlikely event of personal illness or other circumstances beyond the control of the Photographer, a SUBSTITUTE PHOTOGRAPHER, subject to acceptance by the CLIENTS prior to the day of services, may be sent to fulfill the obligations of the PHOTOGRAPHER. The CLIENT may then, and only then, terminate this agreement and receive a full refund of all moneys.

7. Exclusive Photographer

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer’s work and violates the photographer’s right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) hinder the PHOTOGRAPHER’S workflow or take pictures in these situations. CLIENT also shall take any necessary action to ensure that the PHOTOGRAPHER is not harmed in performing his services.

8. Model Release

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT’S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT’S likeness and image on PHOTOGRAPHER’S website or other advertising. PHOTOGRAPHER may sell photos containing CLIENT’S likeness to third parties.

9. Assignability and Parties of Interest:

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

10. Relationship of Parties

It is understood by the CLIENT that THE PHOTOGRAPHER is an independent contractor with respect to THE CLIENT and not an employee of the CLIENT.

11. Confidentiality

The PHOTOGRAPHER, and its employees, agents or representatives, will not at any time or in any manner either directly or indirectly, use for the personal benefit of THE PHOTOGRAPHER, or divulge, disclose or communicate in any manner, any contact information that is proprietary to THE CLIENT. THE PHOTOGRAPHER and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the contract in compliance with the Illinois Justice Department.

12. Governing Law

This contract shall be governed by the laws of the State of Illinois.

X

GJD Fotography representative
Photographer

X

Client
Representative

Date _____

Date _____

CLIENT initials _____

