

Sara Keith Studios

Contract for Event Photography Services

This agreement is between Sara Keith Studios (hereafter "Photographer" "the Photographer" or "Photography Company") and _____r (hereafter referred to as "CLIENT").

1. Scope of Work:

This contract is for services and products related to a photography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at _____ in _____.

Other locations where photography services will be performed_____

PHOTOGRAPHER agrees to provide no fewer than ____ proofs for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

2. Fees:

In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of _____. CLIENT agrees to pay the photographer a non-refundable initial payment totaling 50% (fifty-percent) of the total price of the photography services upon signing this contract. The initial payment reserves the photographer's time and is not a retainer or 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.

Travel expenses such as parking, shipping, or destination fees must be reimbursed to the PHOTOGRAPHER and will be added to the balance due after the event. Travel fees are pre-determined and will be set out in the initial payment total. CLIENT are responsible for all location fees and permits.

The balance of the payment for photography services must be paid in full no later than 15 days after the final images have been delivered. Detailed in Section 1: Scope of Work.

3. Work Product

PHOTOGRAPHER will deliver proofs of photos via online services to CLIENT no more than thirty days (30 days) after the date of the SHOOT.

PHOTOGRAPHER agrees to license photos to CLIENT from the SHOOT. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.

Digital photos to be included in the price for photography services.

Photos are included in the price for photography services, and the following will constitute the entirety of photos to be delivered to client and licensed for personal use only.

How many digital photos will be licensed to client, and in what resolution?

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What format will the be delivered in?

Online Flash Drive

4. Indemnification:

4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT. For example, the PHOTOGRAPHER has no liability for failing to capture the bride throwing the bouquet. CLIENT is encouraged to provide a suggested photo list to PHOTOGRAPHER no less than 24 hours prior to the SHOOT to include photos that CLIENT would like PHOTOGRAPHER to shoot, but PHOTOGRAPHER has no liability for capturing any of the photos on the list.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, such as fire, flood, casualty, act of God or terrorism, illness, or any other reasonable cause outside the photographer's control or expectation, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return all in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. PHOTOGRAPHER will take reasonable steps to prevent data loss, but is not liable for loss of data due to technical failure.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is required to retain copies of a reasonable number of photos from the SHOOT for 60 days after the SHOOT. After this period has expired, PHOTOGRAPHER has no duty to retain copies or originals of files or photos from the event. It is the responsibility of CLIENT to purchase, store, and backup photos after the 60-day period. This clause is subject to the limitations in Section 4.3 of this Contract.

4.5 - CLIENT understands and agrees that PHOTOGRAPHER may have cords, light stands, and other gear at the location. CLIENT will hold PHOTOGRAPHER harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. CLIENT further agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with

PHOTOGRAPHER.

4.6 - CLIENT agrees and understands that the quality of a photograph is entirely subjective. PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT. CLIENT understands and agrees that CLIENT is responsible for determining if a pose or location is safe.

4.7 - CLIENT agrees and understands that PHOTOGRAPHER may perform digital retouching of photos, including blemish removal, creative effects, teeth whitening, and other digital image edits. CLIENT agrees to hold PHOTOGRAPHER harmless for any edits which may be viewed as defamatory or demeaning.

5. Duty of Client

5.1 - 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.

5.2 - All Images provided to CLIENT are for the use of CLIENT only in the terms agreed upon. Unless stated elsewhere in this document, or in a separate Memorandum of Understanding signed by PHOTOGRAPHER, images provided by Sara Keith Studios may not be utilized by a third party without prior agreement from Sara Keith Studios. If Images or videos are shared and utilized by third party without prior consent from Sara Keith Studios, Client will pay three times the invoiced or billed amount for the creation, editing and usage of the particular Image or Images.

5.3 - CLIENT will make any and all attendees of event aware of PHOTOGRAPHER'S presence and all attending agree to be photographed and agree to this Model Release (Section 7) unless otherwise stated by writing.

6. 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) get in the way of the PHOTOGRAPHER or take pictures in these situations.

7. Model Release

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S and event attendees 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 or event attendees likeness and image on PHOTOGRAPHER'S website or other advertising.

8. Arbitration:

Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Georgia. The arbitration shall be binding on the 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 to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

10. Entire Agreement:

This Agreement constitutes a single integrated Contract expressing the entire agreement of CLIENT and PHOTOGRAPHER with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

11. Amendment and Waiver:

This Agreement and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Agreement and duly executed by each party hereto or the authorized representative of such party.

12. Venue and Jurisdiction:

This Contract is governed by the laws of the state of Georgia and federal courts in that district. CLIENT and PHOTOGRAPHER agree to subject themselves to the laws of this state except for as provided in the arbitration clause. . CLIENT and PHOTOGRAPHER hereby waive the right to object to venue within this state.

13. Severability:

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

PHOTOGRAPHER Signature _____

Date: _____

CLIENT Signature: _____

Date: _____