

Elinor Jane Photography

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Elinor Jane Photography hereinafter referred to as The COMPANY and _____ (Name/organization) hereinafter referred to as The CLIENT relating to the event detailed below hereinafter referred to as The EVENT.

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. 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 signed by all parties. In the event that any part of this agreement is found to be invalid, or unenforceable the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement, shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATIONS: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(s). If the EVENT(s) are rescheduled postponed or cancelled or if there is a breach of contract by the CLIENT the retainer fee is non-refundable and shall be liquidated damages to The COMPANY, The CLIENT shall also be responsible for payment for any of the COMPANY'S materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule one week prior to the EVENT(s). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves to right to terminate coverage and leave the location of the EVENT(s) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(s) or in the event that the safety of the photographer from the COMPANY is in question.

SHOOTING TIME/ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(s) shooting will commence at the scheduled start

Elinor Jane Photography

time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable the CLIENT is responsible for all travel accommodations, meal, and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and the COMPANY studio address. Please note that travel charges may be added depending on distance.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(s). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(s).

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility, the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

FILM and COPYRIGHTS: The photographs produced by the COMPANY may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased an Image DVD, or has online code to access images from the COMPANY, upon final payment by the CLIENT, limited ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an Image DVD or is able to access them Pixiset.com from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on

Elinor Jane Photography

vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY 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, educational and any other purpose and in any manner and medium, to alter the same without restriction, and to Copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the 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. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT.

All efforts will be made to recover the images. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products/images.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

PAYMENT SCHEDULE: The balance must be paid in full prior to, or the day of the EVENT(s). In the event the CLIENT fails to remit payment as specified the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(s). Returned checks will be assessed a \$50 non-sufficient funds fee.

Elinor Jane Photography

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice.

Agreed time and end of shooting: ____ : ____ AM/PM ____ : ____ AM/PM

Agreed Payment (at the time of signing). \$ _____

Client Signature: _____

Date: _____

Company Signature: _____

Date: _____