



Portrait/Event Photography Agreement – Summit Photography
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Session/Event Date: _____ **Session/Event Type:** _____

Time Session/Event Starts: _____

Other shooting Dates and Times agreed on: _____

Session/Event Location, and address:

Subject Name(s): _____

Parent/Contact Name: _____

Phone: _____ **email:** _____

Address: _____

Themes, Ideas, Notes: _____

AGREEMENT Overview: This agreement contains the entire understanding between Summit Photography 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 the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

COOPERATION: Unless otherwise noted, Summit Photography, it's associates or employees will be the exclusive photographer(s) at this event. CLIENT agrees that guests may not take photos of the assigned photographer(s) setups, poses or arrangements without prior permission of the photographer(s). The Parties agree that good faith cooperation and communication between them is important in obtaining a good result. Summit Photography recommends that CLIENT identify to the photographer(s) important individuals during the event and during associated portraits, if they wish to have them photographed. Summit Photography or the photographer(s) will not be held accountable for not photographing desired guests if there is no one to assist in identifying and gathering people for photograph's. Summit Photography is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to Summit Photography or beyond the photographer(s) control.

IMAGES and COPYRIGHTS: the photographs produced by Summit Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Summit Photography's explicitly written permission. Upon final payment by the client, the client has limited copyright ownership of the resulting images. ***Reproduction in any form (including computer or digital imaging or scanning) without written consent is strictly prohibited.***



MODEL RELEASE. For good and valuable Consideration herein acknowledged as received, and by signing this release I hereby give the Photographer my permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I agree that I have no rights to the Images, and all rights to the Images belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claim for any reason to Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the United States of America. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents him from photographing the event/session, Summit Photography will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. Summit Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Summit Photography's control, Summit Photography liability is limited to the return of all payments received for the portrait package.

RETAINER & PAYMENT SCHEDULE: Upon your signature, Summit 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 of 50% is non-refundable**, even if the date is changed or the event/session cancelled for any reason; including acts of God, fire, strike and/or extreme weather. **Reservation Deposit may be substituted with Session Fee in the event of portrait photography. Session Fees are non refundable and listed in the pricelist sheet found on www.summit-photography.net** The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted photography, unless the fee collected is a session fee. Session fees are not applied towards any packages, prints, albums, etc; rather they are fees for the photographers time during the session. THE CLIENT understands and agrees that the entire amount owed described in the contract is due on [event date / delivery of goods sold]. ____ **initials**

CANCELLATION: In the event that THE CLIENT cancels the contracted outlined in this contract before the session/event takes place, the deposit will be forfeit. Summit Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Summit 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 Summit Photography. Summit Photography recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION below) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.



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 Summit Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the session/event start late due to any reason whatsoever, Summit Photography will not be held liable for any photographs not taken.

HOUSE RULES: The photographer is limited by the guidelines of the session/event 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; Summit Photography will offer technical recommendations only.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the session/event should be planned to make the best use of time from all vendors.

Summit 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.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the session/event date in order to finalize the actual shooting times and locations.

COMPLETION SCHEDULE: The printing process can only start once Summit Photography receives the order list for the required images. Digital processing usually takes approximately 2 - 4 weeks. Creation of any album usually takes 8-12 weeks, enlargements usually 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy. Laboratory delays are not a result of Summit Photography, and Summit Photography will not be held liable for any delays due to the laboratory. Summit Photography will make any effort possible to ensure delays do not occur, and will keep THE CLIENT abreast of any potential delays.

PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires a copy of the additional digital negatives (images selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD.

PENALTY FEES & CHARGES: There is a \$200.00 or 25% of total package price (whichever is greater) late payment fee for any payments that are not postmarked or delivered to Summit Photography by the required date.



RIGHT OF WITHDRAWAL: Summit Photography's discovery of new information, changes to agreed circumstances, or other factors which tends 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 Summit 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, \$100.00 an hour is charged for all photography services already provided and \$60.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Summit 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.

Summit 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 Summit Photography's 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.

NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during event/session, Summit Photography cannot place an unconditional guarantee on the above. Summit 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 Summit Photography's control.

PERFORMANCE: The performance of this contract on behalf of Summit 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.

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.

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 Summit Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

REPRINT ORDERS: Reprints of photos not included in the original package may be ordered at the current rates found on www.summit-photography.net

ALBUMS: Album images are chosen by Summit Photography. Once designed, the design may be viewed CLIENT for final approval. Minimal changes may be made at that time, but no changes may be made after final album approval. Changes in more than 10% of pages may incur additional charges. Production and delivery time will be approximately six weeks from final approval date.



Description of Products/Goods Ordered - Session/Event (Prices Not Included -- Refer to Detailed Bill)

Other Notes/Changes:

I hereby agree to the terms of this agreement.

Signed: Print _____ Sign _____ (Subject/Contact)

Signed: Print _____ Sign _____ (Parent of guardian (if applicable))

Signed: Print _____ Sign _____ (Other (if applicable))

Signed: Print _____ Sign _____ (Photographer)