Photography Services Contract

Client's Name: _____

Client's Address (Street, City, State & Zip): _____

Photography Location: _____

Proof photographs in digital form that shall be delivered to Client on the following date:
____/____/____ 3-4 weeks following event

Photographs on disc in digital form shall be provided to the client by the following date:_____/_____/_____6-8 weeks following event

Photographer's Fee: $_____ Retainer paid in advance: $_____

1. The above mentioned client shall pay the Photographer for all extra costs that the Photographer may have for travel, meals, and parking in addition to all other reasonable and customary costs in order to complete this stated contract.

2. The above mentioned deposit is non-refundable if the Client does not show or changes the session. If the Photographer does not appear at the agreed location and time specified above, the deposit shall be refunded in full to the Client.

3. The Proof Photographs will be delivered to the Client on the following website- melissatravisphotography.com. The Client will then provide the Photographer a written list of proof images that final photographs shall be made and indicate the number along with format (color) of the final photographs to be delivered for each individual proof image. The 6-8 weeks delivery time begins after the list is received. Please see the attached Price Schedule for all available final photographs and formats along with their respective prices.

4. The Client will assist and cooperate with the Photographer in gaining the requested photographs, such as specifying the people and location to be photographed; assisting the Photographer in posing at the Photographer's direction; pre-session consultations, etc. The Photographer is not going to be responsible for photographs that are not taken due to the Client's failure to be cooperative and of reasonable assistance.

5. The Photographer keeps the copyright of ALL photographs and hereby issues the Client unlimited but non-exclusive - rights to use or reproduce the purchased photographs. The photos may not be altered or cropped in any way, no filters added, they must stay in their original form delivered to you.

6. Melissa Travis will be photographing the session/event unless there is an unforeseen circumstance or emergency that arises, I will do my very best to have a qualified photographer there to replace me in such an instance. If that is not possible you will receive a full refund of down payment/deposit and any money paid to the balance.

7. Starting time begins when photographer arrives, as planned and discussed prior to session/event, photographer cannot be responsible for late participants/family/wedding party/children.

8. This space is dedicated to listing the subjects to be covered. Example getting ready, ceremony, cocktail hour, dance, reception etc. photographer not responsible for getting a shot of subject not listed.

9. This is the detailed shot list that we agree on. Both parties must sign
_____

_____

10. The photographer will take 2 breaks during any event over 3 hours

11. Proofs will be provided to the best of the photographers ability, non-cooperative and unreasonable subjects will result in a smaller amount of proofs/final photographs. Contingency: The photographer is there to take pictures, not to be a mediator, counselor, coordinator, or to be harassed by unruly subjects. AND the session/event will be ended in such a situation and photographer will not be liable. Please read this line very carefully. My assistant/s and I will leave and no money will be returned.

12. Proofs, prints, high resolution, low resolution images will be provided as session states, nothing more nothing less.

13. Reorder disc price will be 30% less than original purchase

14. Overtime fee is 150.00 per hour

15. Retainer amount_____ date paid_____

16. Remaining balance _____due date_____

17. Cancellation and refund policy : see #2.

18. The photographer and assistant/s will be respectful and will require the same.

FAILURE TO PERFORM CLAUSE

Due to the limited and subjective nature of the event, Melissa Travis cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions.

The photographer is not responsible for lost photo opportunities due to any kind of equipment malfunction, the lateness of the event couple, or other complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Melissa Travis will be used for organizational purposes only and in no way represents photography that will actually be produced. Melissa Travis will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

UNFORESEEN CIRCUMSTANCES CLAUSE

If Melissa Travis or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then Melissa Travis

shall return any moneys paid by the client, less expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise lost or damaged without the fault on the part of Melissa Travis.

EXCLUSIVE PHOTOGRAPHER

Melissa Travis shall be the exclusive photographer(s) retained by the client for the purpose of photographing the wedding. Family and friends of the clients and other wedding vendors shall not interfere with the photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure of images.

Applicable Law

This contract shall be governed by the laws of the State of ____TN_____ in ___RHEA_____ County and any applicable Federal Law.

_____ Date_____

Signature of the Client

Melissa Travis Photography

_____Date_____