

Dwight Loewen's Commercial Photography Contract

1. This agreement constitutes an order for commercial photography services, including the taking of pictures as agreed to by both parties: Dwight Loewen and the commercial company (hereinafter referred to as the "client"). Unless otherwise specified, it is understood that any and all rights to proofs, final prints, sample prints, or digital media, thereof (hereinafter referred to as "Images") shall remain the property of Dwight Loewen and may be used for personal/professional advertising (for Dwight Loewen), magazine submissions, display, personal website, fan pages, or any other purposes thought to be proper/professional by Dwight Loewen.

2. If Dwight Loewen cannot perform this agreement in whole or in part due to fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Dwight Loewen's illness or injury, then Dwight Loewen will return all fees to client but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost due to hard drive failure before a second back up has been made, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Dwight Loewen. The client agrees to limit Dwight Loewen's liability to the amount paid under this contract.

3. It is agreed and understood that no person other than Dwight Loewen or his assistant (s) will be allowed to photograph or take pictures at any time during the shoot. From time to time Dwight Loewen does provide some video recording of shoots. The video is an extra feature designed to advertise Dwight Loewen's work, and only used in the process of promoting Dwight Loewen's work or the assistant he contracts to do the work. The assistant will post his/her company name here and sign that he/she is also in agreement with this. If no further agreement has been made, the video is NOT part of the contracted obligations of the photographer or videographer.

Assistant: _____ Contact Info: _____ .

To confirm the understanding of the above statement check the statement that is most applicable.

☐ We have no interest in any video, and the photographer/videographer are not obligated in this contract to provide the client with a copy.

☐ We have interest in a copy of the video, and will make a separate contract with the videographer. We understand that the photographer is not obligated to provide us with a copy.

4. On signing this Agreement all parties will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable. In the case that the date becomes an issue, a second option can be negotiated. Any expenses incurred to fulfill special requests made by the client will be billed and deemed payable by the client. No refund is required by the photographer for any cancelation by the client within 7 days of the agreed shoot date. In the case that the photographer must delay the shoot due to health issues, accident, or death, the client has the option to cancel the contract (full refund) or agree to another shoot date.

5. The session fee of \$_____ will include the shooting, uploading of proofs, uploading of final images, but will not include a Photo DVD, prints, or custom editing. Editing is assumed as part of the package to the extent that the photographer is satisfied that the images show his/her standard finish and artistic interpretation. Dwight Loewen finishes all images in a condition where Dwight Loewen is satisfied with the business logo to be present or applied for display. A deposit in the amount of 50% of the above session fee is due at the signing of this agreement, unless exceptions are described below, with the remainder of the fee to be paid to Dwight Loewen no later than the scheduled shoot time. The

deposit is required to book the session. The session is not considered booked until the deposit has been received. The deposit can be in the form of cash or paid via Dwight Loewen's PayPal account. No photography will take place and no rights are granted until payment is made in full. Late payment fees may apply for any payments not received before the scheduled time. The deposit is non-refundable in case of cancellation or date change by client within 7 days of the scheduled shoot. The photographer is not obligated to adjust the price of any future shoot in the case that the client decides to reschedule, but is in the photographers discretion. Promotions, and specials need not apply to rescheduled shoots, but is left to the discretion of the photographer.

6. Proofs will be presented in a timely fashion (date/time is dependent on shoot specifications and other details) that both parties are agreed upon. Date of proofs is planned for, but not guaranteed for: _____. These said proofs will be posted online via SmugMug, and are not to be posted or shared on any social networking site, personal page, printed, or published in any manner. The version with the words PROOF/SAMPLE applied are for your eyes only. The watermarks are not to be altered, cropped, removed, covered, or adjusted in any manner. This applies to any shoot, at any price range. Images with watermarks must remain as presented.

7. Prints can be purchased, but must be done so via Dwight Loewen's' SmugMug account. Any other printing or reproduction without the written consent of Dwight Loewen is a breach of contract. Dwight Loewen will provide on SmugMug the full sized images for print at time of submission/upload to SmugMug. The final product/images may be uploaded separate from the proofs, but in a timely fashion to fulfill the agreement. Final images must be made available no later than 30 days after the shoot time.

8. Online posting will be limited to watermarked images only, NOT including proof images. The watermarks may NOT be cropped off, altered, or covered in any fashion. The images may not be cropped for online posting, unless agreed upon by Dwight Loewen. In the case of an online post that requires a unique size (such as a square shape) Dwight Loewen may provide a version that satisfies the photographer's reputation, or suggest an alternative that both parties are satisfied with. The web ready images are just that, web ready. They are not up to the same standard as a print, and for those reasons should NEVER BE PRINTED or SUBMITTED for any print or publication.

9. The client shall not transfer, license, sell, lease, or otherwise confer either permanently or temporarily any reproduction rights to any images to any third party. The client shall affix Dwight Loewen's copyright notice and photo credit to any images posted by the client. This includes the posting of Images on any and all Internet websites used by client. Copyright notice/photo credit to read: © 2013 Dwight Loewen. Or as described on this page: <http://www.manitobaphotographer.com/copy.shtml>

10. The client shall execute a standard client release, incorporated below to confirm the agreement.

11. In the case where there is any exchange of services, or additional arrangements/agreements made, attach further paper work to show these special additions.

Commercial/Client Release Form

(please print this form twice, and make a signed copy for yourself as well)

I, _____ (client's name), hereby grant
Dwight Loewen (the photographer) the irrevocable permission to publish photographs of me
taken

On _____ (date of shoot).

These images may be published in any manner including, but not limited to calendars,
advertisements, periodicals, and greeting cards by Dwight's Photography. I hereby give the
photographer permission as may be required and to make colour, exposure, and other
alterations including photo shopping what may be desired for reproducing this photograph to
his requirements. The images may not be edited without the photographer's permission,
including cropping in any fashion. I will post credit to the photographer for any images I post
online, or use in other formats with in the permission granted in the contract.

Permission for any other alterations will be requested from the photographer before
proceeding.

I confirm that I am 18 years of age or older, and competent to sign this release on my own
behalf and that I have read this release and contract and fully understand its implications.

Client's Name (please print) _____

Address _____

City _____ Province/State Postal Code _____

Country _____ Email _____

Client's Signature _____ Date _____

Witness to be added if possible (but not necessary)

Witness' Name _____

Witness Signature _____ Date _____

Release by Parent/Guardian of Minor Child

I am the parent or legal guardian of the minor named above and have legal authority to
execute this release on his/her behalf. I have read and fully understood the contents of this
release and consent to the use of said photographs as represented in this release.

Parent/Legal Guardian Name _____

Parent/Legal Guardian Signature _____ Date _____

Witness Name _____

Witness Signature _____ Date _____

The photographer and client may change the date of shoot as to the actual date if the shoot is postponed or bumped up for some reason. It is understood that this date above is the proposed date of the shoot. If the date is in error, it may be that the date was changed prior to the shoot, but not with significant time to adjust the form