



River Photography™



1717 Remlik Dr.
Urbanna, Virginia 23175

(804) 758-9067
(804) 384-8485

Form 061305-C
Commercial Contract

This Photography Contract ("Agreement") is made effective as of (date) _____,
by and between Client, (name) _____, of
(address) _____,
(city / county) _____,
(state) _____, (zip) _____, and Photographer, Tony C. Slavnik of 1717 Remlik
Drive, Urbanna Virginia 23175. In this Agreement, the party who is contracting to
receive the services shall be referred to as "Client", and the party who will be providing
the services shall be referred to as "Photographer". Date of Event: _____

Start time: _____ Stop time: _____

Home phone: _____ Cell phone: _____

Business Name: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____

Contact Person _____

Type of Business _____

Select Commercial hours of coverage and price

Includes photographs on DVD upon signing ammendment RP05

☐ 1 hrs. \$300.00 / \$150.00 deposit

☐ 7 hrs. \$1,850.00 / \$925.00 deposit

☐ 2 hrs. \$600.00 / \$300.00 deposit

☐ 8 hrs. \$2,050.00 / \$1,025.00 deposit

☐ 3 hrs. \$900.00 / \$450.00 deposit

☐ 9 hrs. \$2,250.00 / \$1,125.00 deposit

☐ 4 hrs. \$1,150.00 / \$575.00 deposit

☐ 10 hrs. \$2,450.00 / \$1,225.00 deposit

☐ 5 hrs. \$1,400.00 / \$700.00 deposit

☐ All Day - 8am till Midnight

☐ 6 hrs. \$1,650.00 / \$825.00 deposit

16 hrs. \$3,500.00 / \$1,750.00 deposit

Name of person making payment: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Payment Method

☐ Online Credit Card

☐ Check

Payment Amount \$ _____

1. DESCRIPTION OF SERVICES. Beginning on (date) _____

Photographer will provide photography services (collectively, the "Services") for the following photoshoot: Commercial

It is understood this Photographer is the exclusive official photographer retained to perform the photographic services requested on this agreement.

Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution,

Photographer warrants that the photographer taking the photographs shall be a competent professional.

Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

2. PAYMENT FOR SERVICES. The charges in this agreement are based on the Photographer's Standard Price List or Hourly Rate. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed. Client is entitled to one (1) free DVD upon agreeing to and signing Amendment RP05 (Limited use of Copyright Release Form). Client will pay compensation to Photographer for the Services in the amount of (price). _____ This compensation shall be payable as follows: A 50% deposit of _____ is due upon execution of the contract. Upon signature, the Photographer shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Photographer is able to fully replace the cancelled reservation, all deposits are non-refundable, even if the date of the photoshoot is changed or photoshoot is cancelled for any reason. The balance of the above (price minus deposit) is due and payable at the time of the photography session or as otherwise stated..If paying by check prior to the photoshoot. If paying online payment shall be made by the day prior to the photoshoot. In the event that the client has not paid the balance by the date due, the Photographer will not photograph the photoshoot and there shall be no refund on deposit. Prints, albums, and other photographic products are not included in the above price unless otherwise agreed upon in writing. No part of any order, including previews, will be delivered should for any reason the full amount due not be paid in full. There shall be no refund on deposit.

3. RELATIONSHIP OF PARTIES. It is understood by the parties that Photographer is an independent contractor with respect to the client, and not an employee of the client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Photographer.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Photographer in connection with the Services shall be the exclusive property of the Photographer. The Photographer reserves the right to use digital and/or reproductions for advertising, display, publication, or other purposes. Photographs and previews remain the exclusive property of the Photographer unless waived by amendment to this agreement.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs in any form whatsoever elsewhere without Photographer's agreed permission in writing, and violators of this Federal Law will be subject to its civil and criminal penalties.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

6. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. If the Photographer cannot perform this agreement due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

7. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Virginia.

PARTY CONTRACTING SERVICES:

Client

SERVICE PROVIDER:

Tony C. Slavnik

By: _____ (Client)

Client Signature

Date

By: Tony C. Slavnik (Service Provider)

Photographer Signature

Date

1717 Remlik Dr., Urbanna Virginia 23175

Limited use of Copyright Release Form Ammendment RP05

Waiver of form 061305 section (4) Work Product Ownership

- 1) Photographer reserves the right to restrict or deny the use of copyright of any said photograph(s) for any reason. Including but not limited to any photograph(s) deemed inappropriate or illegal behavior by law.
- 2) Photographer reserves the right to cancel the use of said photograph(s) for any reason prior to the signing of this agreement.
- 3) Client must sign this agreement prior to receiving the free DVD and agrees to use said photograph(s) in compliance with this limited use of copyright terms and conditions.
- 4) It is understood that the photographer solely owns the copyright to any and all photograph(s). Upon signing this agreement the photograph(s) are still the property of the photographer. This agreement only gives the client the privilege to use said photograph(s) in compliance with terms and conditions at no charge.

A. Terms and Conditions

- 1) Photograph(s) **May** be reproduced, copied, republished in whole or in part in any form for personal private use only.
- 2) Photograph(s) **May** be reproduced, copied, republished or sold in whole or in part, altered or enhanced in any form whatsoever for personal or commercial gain as long as the work product(s) are incorporated. It is understood that the photographer Tony C. Slavnik and business name River Photography™ shall be given credit for all services and work product (s) rendered and shall be stated as such in any image or texed based commercial products and or advertising. No part of any work product(s) may be sold as a stand alone item unless agreed upon in writing.
- 3) Photograph(s) **May Not** be used in any form whatsoever as to cause harm or malice to the photographer or any individual or group represented in the photograph(s).
- 4) Photograph(s) **May Not** be used in any form whatsoever with ill intent.
- 5) All Terms and Conditions shall remain in effect indefinitely and are subject to Federal and State Law. Any breach of said terms and conditions will be deemed unlawful and shall be pursued in a court of law.

I Tony C. Slavnik (photographer) of 1717 Remlik Drive, Urbanna, Virginia 23175, hereby agree to release said photogaph(s) to client in compliance with this agreement.

By: _____
Tony C. Slavnik Photographer / (804) 758-9067 or (804) 384-8485 Date

I _____ (client) of _____ (address)

have read and understand this agreement. Upon signing this agreement I hereby agree to fully comply with all parts of this agreed ammendment (RP05) .

By: _____
Client Signature Date Page 4 of 4



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This page can be filled out anytime, you may want to discuss these options to find the one best for you.

All photographs are burned to DVDs

Select the type of file you would like your photos burned to DVD

First DVD is free, additional Duplicate DVDs are \$15.00 ea.

Additional Unduplicated DVDs are \$300.00 ea.

If you choose DVJ-3-46 for your free DVD, all other duplicate DVDs coded DVJ-3-46 are \$15.00 ea.

If you choose DVJ-3-46 cropped 4x6 for your free DVD and would like DVT-IB-3-810 the initial charge would be \$300.00 for the first DVT-3-IB-810 cropped 8x10 then \$15.00 for any duplicated DVDs coded DVJ-3-46 or DVT-3-IB-810.

Code	Product Description
<input type="checkbox"/> DVJ-72	JPEG 72dpi for web and viewing - not recommended for printing
<input type="checkbox"/> DVJ-3-46	JPEG 300dpi for express printing cropped 4x6 - Wal Mart, Rite Aid ect.
<input type="checkbox"/> DVJ-3-57	JPEG 300dpi for express printing cropped 5x7 - Wal Mart, Rite Aid ect.
<input type="checkbox"/> DVJ-3-810	JPEG 300dpi for express printing cropped 8x10 - Wal Mart, Rite Aid ect.
<input type="checkbox"/> DVT-IB3-46	TIFF IBM PC 300dpi for professional printing cropped 4x6, large file size, best for archiving
<input type="checkbox"/> DVT-IB3-57	TIFF IBM PC 300dpi for professional printing cropped 5x7, large file size, best for archiving
<input type="checkbox"/> DVT-IB3-810	TIFF IBM PC 300dpi for professional printing cropped 8x10, large file size, best for archiving
<input type="checkbox"/> DVT-M3-46	TIFF MAC 300dpi for professional printing cropped 4x6, large file size, best for archiving
<input type="checkbox"/> DVT-M3-57	TIFF MAC 300dpi for professional printing cropped 5x7, large file size, best for archiving
<input type="checkbox"/> DVT-M3-810	TIFF MAC 300dpi for professional printing cropped 8x10, large file size, best for archiving
<input type="checkbox"/> DVS-72	Slideshow for viewing

Additional Duplicate DVDs code _____ Qty. _____ @ \$15.00 ea. Total \$ _____
Additional Duplicate DVDs code _____ Qty. _____ @ \$15.00 ea. Total \$ _____
Additional Duplicate DVDs code _____ Qty. _____ @ \$15.00 ea. Total \$ _____

Additional Unduplicated DVD code _____ Qty. 1 Total \$300.00
Additional Unduplicated DVD code _____ Qty. 1 Total \$300.00



This page can be filled out anytime, you may want to discuss these options to find the one best for you.

Duplicated Photographs Stored on Portable Hard Drive \$200.00
Unduplicated Photographs Stored on Portable Hard Drive \$500.00

Code

Product Description

- | | | |
|--------------------------|-------------|--|
| <input type="checkbox"/> | HDT-IB3-46 | TIFF IBM PC 300dpi for professional printing cropped 4x6, large file size, best for archiving |
| <input type="checkbox"/> | HDT-IB3-57 | TIFF IBM PC 300dpi for professional printing cropped 5x7, large file size, best for archiving |
| <input type="checkbox"/> | HDT-IB3-810 | TIFF IBM PC 300dpi for professional printing cropped 8x10, large file size, best for archiving |
| <input type="checkbox"/> | HDT-M3-46 | TIFF MAC 300dpi for professional printing cropped 4x6, large file size, best for archiving |
| <input type="checkbox"/> | HDT-M3-57 | TIFF MAC 300dpi for professional printing cropped 5x7, large file size, best for archiving |
| <input type="checkbox"/> | HDT-M3-810 | TIFF MAC 300dpi for professional printing cropped 8x10, large file size, best for archiving |

Uncropped Original Edited TIFF Files

Available only on Hard Drive due to File Size \$500.00

Code

Product Description

- | | | |
|--------------------------|------------|--|
| <input type="checkbox"/> | HDT-IB72-O | TIFF IBM 72dpi uncropped original very large file size, best for archiving |
| <input type="checkbox"/> | HDT-M72-O | TIFF MAC 72dpi uncropped original very large file size, best for archiving |

These RAW files have been edited and converted to TIFF files at 72dpi sRGB. These are very large files and need a good computer with at least 1gig. of memory and a good software program like Photoshop or Lightroom for further development. These TIFF files can be enhanced, cropped, manipulated, worked ect and saved without loss of quality as long as they are saved as TIFF or PSD. Once an image is saved as a JPEG the quality begins to degrade as you continue to make changes to the JPEG image.



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Fill out the contract and the copyright release forms and send to the address below. If paying by check be sure to send payment , if paying online make payment at the time the contract is mailed. Payment may be made at 50% deposit or paid in full. Balance must be paid the day of the event prior to the photoshoot if paying by check. Balance must be paid the day before the event if paying by online credit card. Once the contract has arrived, it will be signed by the photographer (Tony C. Slavnik) and a copy of the completed signed contract will be emailed to you for verification. If there is a problem please contact me. Once verified a sealed hard copy will be mailed to you. Contracts and payments may also be completed in person..

To make online payment click on make payment on second navigation bar on the top of the page. Then select Commercial, this will take you to the commercial payment page. Find the coverage time and amount. You have the option to pay the required 50% deposit or pay the coverage in full. Balances are also paid here.

Send contract to:
River Photography
1717 Remlik Dr.
Urbanna, Virginia 23175

If paying by check make payable to River Photography

Contact Information
Phone- (804) 758-9067
Cell- (804) 384-8485
email- tony@riverphotography.net
Tony C. Slavnik