



www.photoshoots.com (205) 201-3893

Event Photography Contract

Client _____ Phone (____) _____ email _____

Address _____ City _____ ST _____ Zip _____

EVENT INFO

Day _____ Date _____ Time Start _____ Duration of Contract _____ hours

Location _____ Address _____ City _____ ST _____ Zip _____

Coordinator (if different than client) _____ Phone _____ email _____

This agreement is hereby entered into as of this date _____ 20__ by and between Tompkins Studios (Photographer) and Client (aforementioned above). Whereas Client has contracted Photographer to perform services of photography at the above mentioned event on the specified date and time. Photographer and Client have agreed to the following services:

Charges: The package fee is based on the Photographers Event Photography Price list and includes the services and photos described therein. In addition to the package fee, any extra charges set forth below shall be due immediately when incurred.

Shindig - \$300 1 hour - up to 40 people Includes: A few props, text overlay with name/date of event on each photo, & regular backdrop	Soiree - \$600 3 hours - up to 100 people Includes: Props & costumes, text overlay with name/date of event on each photo, and choice of Greenscreen or regular backdrop, Memory CD with all images	Showstopper - \$950 5 hours - up to 150 Includes: Props & costumes, template overlay with logo & name/date of event on each photo, choice of Greenscreen or regular backdrop, Memory CD with all images, & online viewing of event
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Notes:

Package Fee	\$ _____
Themed/Greenscreen Backdrop	\$ _____
Custom Template Overlay	\$ _____
Memory CD	\$ _____
Online Viewing	\$ _____
Additional Hour	\$ _____
Additional photos	\$ _____
Mascot/Costume Character	\$ _____
Mileage (outside 30 mile radius)	\$ _____
Subtotal	\$ _____
Sales Tax	\$ _____
Total	\$ _____
Less Deposit	\$ _____
Balance Due	\$ _____

Client hereby agrees to the above charges and the following terms and conditions:

Signature: _____ Date: _____

Photographer agrees to the above, acknowledges receipt of deposit, and to the following terms:

Signature: _____ Date: _____

What does the extra "S" stand for?

Super Swift Snazzy Snapshot Shot Superbly

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Deposit and Payment: The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the Balance Due in its entirety no later than seven (7) days prior to the event date. If the Client refuses to pay remaining Balance Due seven (7) days prior to the event date, Photographer deems this as Cancellation of the Agreement entirely and as forfeiture of any deposits made by Client.

Cancellation: If the Client shall cancel this Agreement 60 or more calendar days before the event date, any deposit paid to the Photographer shall be refunded in full within 30 days of written request of cancellation. If Client shall cancel within 60 days of the event date, Photographer is under no obligation to refund any part of the deposit, without just cause of cancellation as determined by Photographer.

Photographic Materials: All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer.

Copyright and Reproductions: The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. The Client shall own a limited use copyright for self reproduction, newsletter, or web viewing of any or all of the images created with the purchase of the Memory CD.

Client's Usage: The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer or self reproduction via Memory CD.

Failure to Perform: If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, 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 or computer malfunction, lost in the mail, or otherwise lost or damages without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

Photographer: The photographer may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.

Inherent Qualities: 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 and liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

Photographers Event Photography Price List: The charges in this Agreement are based on the Photographers Event Photography Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time the order is placed.

Miscellany: This Agreement incorporates the entire understanding of the parties. Any modifications of the Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Mississippi.

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