

Pet Agreement

1. PET PHOTOGRAPHY ORDER: This signed Contract constitutes an order for pet photography in the form of digital photographs, proofs, albums and CD/DVD format. There are no oral or other agreements of the parties hereto and this Contract constitutes full and complete understanding and agreement between the Client and the Photographer.

The Owner hereby certifies to the accuracy of all information given about the Pet. The Owner specifically represents that the Pet has not been exposed to rabies or distemper and has not been ill with any communicable condition within a 30 day period prior to the receipt of services. Also the Pet is in good health and is current on required vaccinations.

2. The Owner represents that his/her Pet has not bitten or shown any aggressive or threatening behavior toward any person, child or animal. The Owner understands that he/she is solely responsible for any harm caused by his/her Pet, to any person, other Pets, or property, while the Owner's Pet is at the shoot. If your dog should bite or harm another dog or person, or spread any illnesses to other dogs, the owner will be responsible for any burdens occurred to the other party. Paul Constable Photography will not be responsible for any injuries that are out of control of our staff that your dog encounters.

The Owner understands that Pets, when in groups, can accidentally injure each other while playing or swimming. Minor cuts, scrapes, bite wounds and bruises are a possible and not unexpected result of participation in group activities.

2. LIMIT OF LIABILITY: Although care will be taken with the negatives and photographs taken of the Day, Photographer limits any liability for loss, damage or failure to deliver photographs for any reason on behalf of Photographer, agents, assigns or licensees for their nonperformance caused by any force majeure or similar circumstances, illness, accident or any cause beyond their control; nor for the loss or damage of any photographic materials, whether in transit or in developing to return of all money paid by Client. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

2A. DESIRED SCENES: The Client will provide Paul Constable Photography with a list of suggested photographs that they desire in advance. While every attempt is made to accommodate the Client's desired list of photographs and create the best images possible, no particular image is guaranteed. Paul Constable Photography is equipped to handle most low-light situations. In situations where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.

3. OWNERSHIP OF NEGATIVES: It is agreed that ownership of the negatives will transfer to the Client upon delivery of the negatives to Client's physical control. At Client's request, the Photographer will turn over all the negatives to the Client upon completion of all print orders. If Client chooses to take physical control of the negatives, the Photographer will no longer be responsible for accepting printing orders from film. Furthermore, the Photographer will have the right to refuse printing from negatives which Client has not taken proper care of.

4. DISPLAY PROMOTION: It is agreed that the Photographer may display and use photographs from the shoot for advertising, display, website and internet promotion, photographic contests, bridal shows, public display as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purposes thought proper by the Photographer.

4A. PET RELEASE: The CLIENT hereby grants to Paul Constable Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client's pet or in which the Client's pet may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Paul Constable Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

5. GUARANTEED DELIVERY TIME: Photographer agrees to have the contracted order for pet photographs completed within three weeks of the photo shoot day. Also any other photographic orders will be completed within 6 weeks of order placement. This guaranteed delivery time is dependent upon Photographer having ALL the images in his physical control.

6. INDEPENDENT CONTRACTOR: This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

6A. Arbitration: Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of New York. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

7. CANCELLATION. If for any reason CLIENT cancels their appointment entirely within 30 days of the date, CLIENT will be charged 100% of your total photographic services.

8. COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Paul Constable Photography recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Constable Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Paul Constable Photography.

9. COPYRIGHTS: The photographs produced by Paul Constable Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Paul Constable Photography's explicit written permission. If purchased, the negatives and or digital images are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives. A copyright release letter will be furnished to you. The CLIENT must obtain additional written permission from and compensate Constable Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

10. CD OF ORIGINALS: A Compact Disc of all proofs at full resolution will be made available, complete with copyright release. Upon receipt of a photo CD, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

11. IMAGE PROCESSING/PRINTING: Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly. For best results, clients with the high-resolution files should order their prints through a reputable lab.

11A. CREATIVE LICENSE: Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer's artistic standards.

12. HARRASSEMENT: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

18. TRAVEL FEE. There is NO fee for travel up to 20 miles from the studio. For locations that are farther than 20 miles from the studio, there is a travel fee of \$.50cents per mile round trip (from the studio to the location and back to the studio).). All request out of the state where the studio is located, the client is responsible for providing room and board (must be in established commercial lodging facility) for any over night stay.

We cannot photograph your pet if the following apply:

1. You do not show your pet's certificate of vaccine. *Remember: It must be renewed once a year!
2. You do not use flea preventative on a regular basis.
3. Your pet has a contagious sickness or diseases such as - skin diseases, chronic diseases, has a cold, etc., or if your pet has a serious health problem.
4. Your dog has a serious problem with constant barking, not being friendly to other pets, has a biting problem, or marking indoors. Dogs with these problems are up for discussion; we are willing to work with your dog and do basic training.
5. Your pet is menstruating.

Please bring the following with you upon check-in.

1. An up-to-date vaccine certificate
2. Your photo ID (the owner)
3. Food Supply for duration of stay (We recommend that you bring food that your pet normally eats)
4. Medications should be administering prior to arriving for the shoot.
5. Collar and Leash

Note: If your pet has a favorite food dish, bed, cage, toy, treat, or something please bring it.

Agreement

Your dog's safety and comfort is our number one concern.

You must pay the full amount at the signing of the agreement.

We do not give reimbursements if your pet is rambunctious and unable to photograph.

We require that your pet be freshly shampooed within the day or day before check-in.

Vet's Name: _____

Vet's Phone: _____

Mail checks payable to: Constable Photography

The terms of this contract are accepted by:

Client (signature): _____

Client (signature): _____

Date: _____

Photographer: _____

Date: _____