

PRIVATE EVENT PHOTOGRAPHY AGREEMENT

Photographer:	Client:
Walter Howard, DBA 2 Howards Photo	
16845 N 29 th Ave, #408	
Phoenix, AZ 85053	

Event:

Time and date: _____

Venue: _____

Address: _____

Coverage:

Package chosen is flat rate of \$100.00 including sales tax.

This agreement is between the Client, whose name and address is listed above, and **Walter Howard, DBA 2 Howards Photo.**

- 1. Retainer and Payments.** The Client shall make a non-refundable retainer to the Photographer to perform the services specified herein. The retainer shall be equal to 50 % of the total service charge. Upon payment of retainer, Photographer will reserve the time and date agreed upon by both parties.
Remaining balances shall be paid prior to beginning work.
- 2. Pre-Event Consultation.** The Client agrees to a pre-event consultation. The consultation shall work to finalize the schedule, locations and Client's particular requests. Client acknowledges that due to the nature of live action photography, no requests can be specifically guaranteed although photographer will strive to ensure that Client's requests are accommodated to the extent possible.
- 3. Cancellation.** If for any reason Client cancels this contract prior to or on the event date, Photographer shall keep the retainer and any monies paid on the date of cancellation. All cancellations must be made in writing and signed by all contracted parties.
- 4. Rescheduling.** If, for any reason, the Client reschedules the event the retainer may be applied to a new date mutually agreed upon by the parties. A new contract will be required

to reflect the changes. Credit may be applied to event coverage within 30 days of original date provided Photographer is available.

5. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make gallery proofs available through an online gallery proofing website (2HowardsPhoto.biz).

These proofs shall be available to the Client within 3 days/ of the session. If an online proofing gallery delivered, it shall remain open for 30 days from delivery.

If the Client requests to extend the time or reopen the online proofing gallery, a \$20 un-archival fee shall apply.

All print orders must be placed within 30 calendar days of proof gallery delivery. No prints or negatives will be released until the agreed upon amount is paid in full. All sales are final.

6. **Artistic Rights.** The Photographer retains the sole and absolute right to utilize professional judgment and artistic discretion in selecting the photographic materials released to the client.
7. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client. It is understood that any duplication or alteration of original images is strictly prohibited without the express written permission of the Photographer.
8. **Client's Usage.** The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints shall be limited to personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. If the Photographer provides a digital file print release, the Client must act in accordance with the release.
9. **Social Media.** The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion. Uploading, emailing and sharing beyond the extent of the language provided herein are outlined in the print release form for digital files purchased.
10. **Safe Working Environment.** Client agrees to undertake the best efforts to ensure that guests and attendees at the event treat Photographer and Photographer's staff with respect and dignity and that Photographer is provided with a safe working environment. Photographer retains the right to cancel the remainder of any photography session in the event guests and/or attendees of the event commit any instances of sexual harassment, violence, threats or other similar behavior that would lead a reasonable person to feel

unsafe in such environment. In the event of such cancellation client shall not be entitled to any refund.

11. **Cooperation of Client and Guests.** Client will cooperate with Photographer and defer to Photographer's professional judgment related to setting, poses, picture grouping and other matters of artistic discretion. Photographer retains the absolute right to refuse to photograph any situation, pose, or grouping that would interfere with Photographer's artistic discretion. Client will utilize best efforts to ensure that guests and attendees cooperate with Photographer.
12. **Failure to Perform.** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited.
13. **Photographer.** The Photographer reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.
14. **Venue Guidelines.** The Photographer is bound to guidelines and policies of venue officials or management. Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction shall be the responsibility of the Client.
15. **Completion Schedule.** Photographic prints (digital and physical) generally have a completion schedule of about 2 weeks from time of order to be processed and delivered to Client. Albums can take several weeks to months to design and produce. Client should place order with enough time to allow for normal delays. Photographer shall not be held responsible for delivery delays outside control of the Photographer.
16. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$500. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.
17. **Indemnification.** The Photographer shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

18. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this 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 Arizona.
19. **Waivers.** The waiver of any breach of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.
20. **Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.
21. **Construction.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
22. **Severability.** If any provision of this agreement shall be held illegal, unenforceable, invalid or otherwise incapable of being enforced, in any judicial proceeding, then such provision shall be excluded to the extent of such invalidity or unenforceability and the remainder of this agreement shall remain operative and binding; and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable, provided that such term comes closest to expressing the intention of the parties at the time of this agreement.

Photographer's Signature:

Client's Signature:

Date

Date