

Contract for Photography/Video Services

Event Name: \_\_\_\_\_ Client Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Photography Location: \_\_\_\_\_

Other Locations: \_\_\_\_\_

Event Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Our Total Fee: \$ \_\_\_\_\_ Deposit Paid: \$ \_\_\_\_\_

- 1. Deposit is non-refundable. No deposited funds shall be refunded in the event of a cancellation or changes made to the event subsequent to the deposit. There will be an additional 6% convenience fee added to the deposit if paid by Credit Card or PayPal.
2. Final balance for the services rendered is due before the start of the event. Failure to pay the balance off on time will result in a \$50.00 late fee. Final payment will be required to be paid in CASH ONLY.
3. The Client shall reimburse for any additional costs the Photographer may incur such as valet, meter or structure parking fees. Destination events shall be discussed in advance. Client is also responsible for all applicable permits and fees associated with the location.
4. It is our common practice NOT to ship any physical items such as pictures, disks, albums or event related materials or media. Client is responsible for picking up all the deliverables. However, shipping may be requested by the client for an additional flat fee of \$50.00 notwithstanding actual costs of shipping. Digital deliveries will be available until the Client successfully downloads their copy. Gasparian FOTO does not provide a long term storage solution for future or multiple downloads.
5. We will take every reasonable measure to protect and deliver images or videos to the client. However, in the unlikely event that media may be lost, stolen or destroyed due to acts of God or unforeseen and unusual circumstances, then any and all liability is limited to the fees paid to us for the event. Additionally, we will not be responsible for any image loss as a direct or indirect result of computer, camera, disk, or media corruption and any such incident during and after the event. Upon confirmation of delivery of the images/videos client is responsible for safekeeping of all material, and we reserve the right to permanently delete all images/videos regardless of when the services were rendered.
6. Should there be need to extend the length of services beyond the contractual agreement, extended duration will be calculated in 30 minute increments AND the cost of every such half hour extension will be \$100.00 regardless of the contracted hourly rate. Furthermore, in the event where the Client is late and arrives to the shoot after the agreed start time, the end time will not be extended unless the Client so wishes and agrees to pay for extending the time of services at the hourly rates specified in this agreement.
7. The Client, hereby expressly agrees to, assist, communicate clearly, and cooperate with the Photographer/Videographer in capturing any desired photographs, footages, people, poses or scenes by being clear and specific with any such requests. Both parties agree, Photographer/Videographer is an artist with a distinctive style and vision and retains creative control in their performance of their duties under this agreement. From time to time there may be a situation where we are unable to provide you with your request, it is hereby agreed that any captured materials including photos or videos cannot be rejected by you, Client, on the basis of aesthetics, vision, opinion or taste. If under any circumstances there is a conflict of opinion between Client and Photographer/Videographer, the latter shall prevail. "Gasparian FOTO" shall not be held responsible for photos/videos not captured as a result of the Client's failure to provide guidance or assistance.
8. In the event that a specified Photographer/Videographer is unable to attend an event, client agrees to accept a replacement chosen by "Gasparian FOTO" and all the terms of this agreement will remain in full force and effect. The client is allowed to cancel the contract and request a refund ONLY when a replacement Photographer/Videographer cannot be reserved. If circumstances allow a reasonable attempt will be made to communicate such unavailability with the client as soon as possible, and client agrees to hold "Gasparian FOTO" harmless when such unavailability occurs.
9. "Gasparian FOTO" retains copyrights of the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays. However, client may obtain the copyright and EXCLUSIVE rights to the images for an additional \$250 at the time of executing this agreement.

EXCLUSIVE RIGHTS: YES \_\_\_\_\_ NO \_\_\_\_\_

10. Sessions/events lasting longer than 4 hours will require a meal break to be provided. Pictures and/or videos will be available via digital download only.

Event Specific Notes & Details:

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

Gasparian FOTO Signature \_\_\_\_\_ Date \_\_\_\_\_