

Event Photography Contract

This agreement is between _____, hereinafter referred to as the "Client", and Wes Perry Photography, hereinafter referred to as the "Photographer".

Date of Event:

Start Time:

Ending Time:

Services agreed on (prices include applicable taxes):

Hourly: \$180/hr

Photo booth: \$200 + \$1/print

Client:

Address:

Email:

Phone:

Additional Contact:

Mobile Number:

Principle Photography Location:

Address:

Secondary Photography Location (if applicable):

Address:

Amount agreed: \$

Booking Deposit (contributing to total amount): \$

Booking Deposit is due on signing this agreement (Booking deposit is 50% of the total fee), with the balance of the amount agreed due on or before the event date. Booking deposit is non-refundable, as it holds the date of services from further bookings. Payment may be completed via cash, credit, or eTransfer.

Entire Agreement: This agreement contains the entire understanding between the Client and the Photographer.

Confirmation: A signed "Event Photography Contract" and payment of the Booking Deposit are necessary to confirm the stated photography services from the Photographer.

Pre-Event Consultation: This normally happens at the time of booking. The Client will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required, the Client is welcome to arrange a meeting with the Photographer for an additional chat closer to the time of the event if there are any further details to iron out. In any case we will contact you a few days before the event to request a schedule of activities for the day and to ensure that there have been no last minute changes.



Cooperation: The Client and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. The Client agrees to give the Photographer sufficient warning of key moments at the event to give the Photographer time to prepare e.g. speeches, unveilings, meetings, key moments, etc. Please note that not all guests at events like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

The Schedule: In cases where the event does not run on time (for example, extreme lateness by one of the Clients arriving to the venue), we cannot guarantee to take our normal set of photos, although in such circumstances of compressed shooting schedules, we will do our absolute best to compensate. In order to facilitate a smoothly running day, the Client agrees to provide the Photographer with a final schedule for the event at least 7 days before the date of the event, including addresses of any locations.

House Rules: Photographers are sometimes limited by rules imposed by building or venue management with regards to what can and cannot be done. For example some locations may not allow flash photography, others may require that the Photographers shoot from a specific location, such as the back of the room, and some even do not allow any photography whatsoever in certain locations for privacy reasons. In such circumstances the Client agrees to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Client permission to make copies of and print the images under the following conditions. The images taken by the Photographer are for use by the Client, their business and colleagues only. Images will be provided in full resolution .jpg format. Final selection of images to be provided to the client is dependant on them being sufficiently high quality as is determined entirely at the Photographer's discretion, and all photos not meeting this criteria will be permanently deleted. Resale, reattribution, or substantial alteration, of the photographs is not allowed without prior written permission from the Photographer. Social media usage of the photographs is permitted, and the Photographer requests for credit to be given on such platforms, but only where possible or appropriate.

Model Release: The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Limit of Liability: If the Photographer is too ill or becomes injured and cannot supply the photography services specified above, the Photographer will assist the search for a replacement photographer. The Photographer has working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Digital Storage: After the images have been delivered to the Client, the Photographer will continue to store them for as long as possible, but cannot guarantee the safety of the images in perpetuity. The Client agrees that it is their responsibility to ensure the safety of the images, and are advised to take all precautions to do so, such as storing them in multiple forms and in multiple places. Should the Client lose the images, the Photographer will resupply the images the Client for a retrieval fee of \$40, conditional to the Photographer still having copies available. The Photographer will happily advise the Client on the subject of data backup and redundancy if requested.

Ongoing Consultation: The Client is both permitted and encouraged to continue to consult with the photographer, whether by phone or by digital means, while preparing for the event, should they have any questions or concerns.

Retainer Fee/Deposit: In the event of the Client cancelling the event or photography services for whatever reason, the Booking Deposit is non-refundable. It will be considered as liquidated damages to the Photographer.

We have understood the contents of this contract and agree to the terms therein.

Date:

Client Signature:

Photographer Signature:

Client Print:

Photographer Print:

Wes Perry