

# CHAD POPULIS PHOTOGRAPHY CONTRACT

## Client's Information

Client's Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Tel # \_\_\_\_\_ Email \_\_\_\_\_

Event Date \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_

Locations for Photography \_\_\_\_\_

Location Address 1 \_\_\_\_\_ Time \_\_\_\_\_

Location Address 2 \_\_\_\_\_ Time \_\_\_\_\_

**Charges:** the package fee is based on the Photographer's Standard Price List and includes the photographs and service therein if the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List.

In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when occurred.

## Package Contents

Package Name _____	Number of hours _____
Package details _____ _____	
Package Price \$ _____	additional information visit <a href="http://www.ChadPopulis.com/contact">www.ChadPopulis.com/contact</a>
Additional Fee _____	Price \$ _____ [ ] USB
Additional Fee _____	Price \$ _____ [ ] DVD
Additional Fee _____	Price \$ _____ [ ] PICBOOK
Total \$ _____	
Minimum Deposit \$ _____	
(24 hours prior to event is the due date) Balance Due \$ _____	
additional hourly fee \$ _____/hour	

The parties have read the entirety of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement

Client's signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Photographer's signature \_\_\_\_\_ Date \_\_\_\_\_

This agreement is subject to the following terms and conditions.

Terms and Conditions

- 1. Primary Photographer .** The Photographer shall be the primary photographer retained by the Client for the purpose of photographing the event. Guests, family and friends of the Client shall be permitted to photograph as long as they shall not interfere with the Photographer's duties.
- 2. 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. Balance becomes due in full no later than 24 hours before the start of the event.
- 3. Cancellation.** If the Client shall cancel this Agreement sixty (60) or more calendar days before the event date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within sixty (60) days of the event date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit. A \$100 cancellation fee shall be applied if the Client cancels within fourteen (14) days of the event date.
- 4. 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, website, or for display within or on the outside of the Photographer's studio.
- 5. Client's Usage.** The Client is obtaining digital images and/or prints for personal use only, and shall not sell said images. If Client is obtaining an image for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the image in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph.
- 6. Failure to Perform.** If the Photographer cannot perform this Agreement due to act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods) or other cause beyond the control of the parties, or due to 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 malfunction, lost in the mail, or otherwise lost or damaged 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.
- 7. Substitute Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 8. Inherent Qualities .** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.
- 9. Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- 10. Miscellaneous.** 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 \_\_\_\_\_.

The parties have read both the front and back of this Agreement agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Signatures below are optional unless Terms and Conditions page is printed on a separate sheet of paper.

Client's signature \_\_\_\_\_ Date \_\_\_\_\_

Photographer's signature \_\_\_\_\_ Date \_\_\_\_\_

