



CONTRACT FOR PHOTOGRAPHIC SERVICES

It is understood that Shooting Candidly, LLC. (Photographer) is the exclusive, official photographer retained to perform photographic services requested on this contract.

Photographer reserves the right to use negatives, RAW images, edited images and/or reproductions for advertising, display, publication or other purposes, not restricted to use on the web, Facebook, business cards, or posters.

No part of any order, including previews, will be delivered until the balance is paid in full.

Original photographs are not included, only edits. Photographer retains the right to edit the photographs and omit any image. It is understood that Photographer will not deliver every exposure taken. Client agrees to abide by Photographer's editing decisions.

Client will receive photos via digital download/DVD/USB with print release for personal use. Digital download/DVD/USB includes edited images for printing to size specified and may be used on the web, Facebook, or email.

Client understands that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, etc.

Client is responsible for making a backup of all photos from the digital download/USB/CD/DVD. Additional USBs/CDs/DVDs may be purchased from Photographer. Photographer will make every attempt to keep archival copies of photos, but does not guarantee that they will be retained indefinitely. Backup copies are for client use only and may not be distributed to others.

Client shall assist and cooperate with Photographer in obtaining desired photographs.

Photographer shall not be responsible for photographs not taken as a result of Client's failure to provide reasonable assistance or cooperation. Client will be respectful to Photographer and all parties being photographed. Photographer has the right to end the session, without refund, if there is lack of cooperation or respect.

Client will not hold Photographer or the owner of the property liable for any injury that may occur during the session.

The fees in this Contract are based on 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 the order is placed.

In the event Photographer files suit to enforce any term or condition herein, Photographer is entitled to expenses of litigation, including reasonable attorney fees.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs without Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

Photographer retains copyright to the photographs. Printing and/or distribution rights granted as noted below.

All retainers and payments are non-refundable unless stated otherwise upon Photographer's approval.

This Contract incorporates the entire understanding of the parties. Modification to this Contract must be in writing and signed by both parties.

FOR WEDDINGS/EVENTS

Upon signature, Photographer shall reserve the date and time agreed upon, and will not make any other reservation for that date and time. For this reason, **all retainers are non-refundable, even if the date of the event is changed or event is cancelled for any reason.**

A retainer is due at signing to hold the date. 1/3 of the total is due to hold the date. 1/3 to be paid ninety (90) days before the date of the event. The complete balance must be paid in full no later than thirty (30) days before the date of the event. A \$200 late fee will be assessed for balances unpaid by thirty (30) days before the date of the event. All retainers and payments are non-refundable, except as noted in the next paragraph.

If Photographer cannot perform this Contract due to fire or other casualty, act of God, or other cause beyond the control of the parties enacted upon Photographer, or due to Photographer's illness or emergency, then Photographer shall return the retainer to Client, but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, or otherwise lost or damaged without fault on the part of Photographer. In the event Photographer fails to perform for any other reason, Photographer shall not be liable for any amount in excess of the retail value of Client's order.

Photographer recommends Client purchase insurance for the wedding or event.

Client agrees to provide meals for each photographer at the event reception as well as adequate time for the meal (i.e. during the regular meal). For events longer than eight (8) hours, two (2) meals for each photographer will be provided.

Completion of processing and edits of a wedding may take up to ten (10) weeks for delivery.

FOR ALL SESSIONS (NOT INCLUDING WEDDINGS/EVENTS)

Photographer understands weather, illness, or other reasons may cause Client to reschedule a session. Client will not be charged a penalty rescheduling a session provided at least a 24 hours notice is given. Client may reschedule the session, at the convenience of Photographer, without being charged a fee. **No show or rescheduling within 24 hours will incur a \$50 reschedule fee at the discretion of Photographer.** Photographer will make every effort to spend the necessary time, including on multiple days, at the convenience of Photographer. Photographer may reschedule without penalty.

Completion of processing and edits of a photography session may take up to four (4) weeks for delivery.

FOR INFANT SESSIONS

Infant sessions may be purchased as an individual session or a one-year package. Clients who purchase a one-year package are responsible for contacting Photographer to schedule each session. Photographer is not responsible for missed sessions. Missed sessions are not refundable. If Client cancels the rest of a one-year discounted package, the remaining balance of the package is still due to Photographer.

TRAVEL

Travel within the Rochester, MN area is included in the session fee. A travel fee for sessions outside of Rochester, MN may be added to the cost of the contract. Contracts that require multiple trips may require a travel fee for each session. Travel fees are based on estimated time for Photographer to travel outside of Rochester, MN to arrive at session location. This may change pending on session circumstances (i.e. out-of-state or country events). All travel fees must be prepaid based upon agreement between Client and Photographer.

DIGITAL IMAGE AND PRINTS TERMS OF USE

Client will receive digital items, prints or other products. Client may not reproduce the digital item or product in any way. Additional digital copies or printed products may be purchased for a fee. The digital items are only for the owner (the paying Client) to print photographs (as noted in the release).

Client may not edit the photographs in any way. This includes, but is not limited to, removal of watermarks, cropping, or using filters.

Printed photograph quality will depend on where it is printed. Only products printed through Photographer will be guaranteed for color and quality.

Photographs may be used for advertisement (modeling, head shots, etc.). Credit to “Shooting Candidly” must be given for the photograph.

Photographs may not be entered in photo contests without expressed permission from Photographer. Credit to “Shooting Candidly, LLC.” must be given for the photograph.

Digital album downloads will be removed after one year. A \$50 fee will be charged to repost digital album downloads.

RELEASE AND WAIVER OF LIABILITY

I, HAVING AGREED TO ACT AS A MODEL, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Shooting Candidly and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

2) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise.

I acknowledge that Shooting Candidly and their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Shooting Candidly.

I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed.

I acknowledge that flash photography or strobe lights may be used during this event or activity. I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old):

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.