

PHOTOGRAPHY AGREEMENT - WhoisCarla\_dot\_com PHOTOGRAPHY

Date: \_\_\_\_\_  
Time Photography Starts: \_\_\_\_\_  
Time Photography Ends: \_\_\_\_\_

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

Client's Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Photography fee agreed to: \_\_\_\_\_ (plus applicable expenses/taxes as described in the contract).

A deposit of 50% \$\_\_\_\_\_ is due at the signing of this agreement, with the balance \$\_\_\_\_\_ to be paid at on the date of the photo shoot.

Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs unless provided by the Client)

PHOTO SHOOT PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENTIRE AGREEMENT: This agreement contains the entire understanding between WhoisCarla\_dot\_com Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, this does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. WhoisCarla\_dot\_com Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to WhoisCarla\_dot\_com Photography.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and WhoisCarla\_dot\_com Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; WhoisCarla\_dot\_com Photography will offer technical recommendations only.

FILM and COPYRIGHTS: Until final payment for services rendered is made, the photographs produced by WhoisCarla\_dot\_com Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without WhoisCarla\_dot\_com Photography's explicitly written permission. Upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT under the following conditions:

The negatives and/or slides are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

EXHIBITION: Requests for specific negatives and/or slides to be used by WhoisCarla\_dot\_com Photography may be requested at a future time. CLIENT grants Danny Steyn Photography permission to display selected images resulting from this assignment as an example of WhoisCarla\_dot\_com Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE: The CLIENT hereby grants to WhoisCarla\_dot\_com Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases WhoisCarla\_dot\_com Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, WhoisCarla\_dot\_com Photography will make every effort to secure a replacement date. If the situation should occur and a suitable replacement date is not found, responsibility and liability is limited to the return of all payments received for the entire package. WhoisCarla\_dot\_com Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond WhoisCarla\_dot\_com Photography's control, WhoisCarla\_dot\_com Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to WhoisCarla\_dot\_com Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any WhoisCarla\_dot\_com Photography materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Film developing and CD creation takes approximately one week.

PAYMENT SCHEDULE: 50% due at time of signing of agreement. Balance payable in full at time of photo shoot.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed (Client) \_\_\_\_\_

Date \_\_\_\_\_

Location \_\_\_\_\_

Send signed contract back to Carla Aaron-Lopez at 404.423.0461 and call to confirm your photo shoot.