

# Contract for Photography Services



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Bride Name and Number: \_\_\_\_\_

Groom Name and Number: \_\_\_\_\_

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

Date Of Ceremony: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Ceremony Location and time: \_\_\_\_\_

Reception: \_\_\_\_\_

Photographer's Fee: £\_\_\_\_\_ Deposit paid: £\_\_\_\_\_ Hourly Rate £\_\_\_\_\_ Guest \_\_\_\_\_

THE AGREEMENT: This Agreement is made effective for all purposes in all respects as of \_\_\_\_\_ by and between NG Photography, hereinafter referred to as "the COMPANY" and \_\_\_\_\_, hereinafter referred to as "The CLIENT" relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S).

PHOTOGRAPHS: Proof photographs shall be available on a online gallery with list of images names. The client shall provide the Photographer with a written list of the proof images from which final photographs are to be prepared, for albums if requested. Once you have submitted the list you will not be able to change it so please double check you are happy with list before sending it across.

THE EVENT: The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; pre-shoot consultations, etc. The Photographer shall not be responsible for photographs not taken as a result of the Client's failure to provide reasonable assistance or cooperation. If unscheduled hours outside this contract are requested by the client on the day, it is at the discretion of the Photographer as to whether this can be accommodated and if so will be billed at the agreed hourly charge. This must be paid before albums are made and delivered.

ENTIRE AGREEMENT: This agreement contains the entire understanding between NG 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 parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and deposit fee are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the deposit fee is non-refundable and shall be liquidated damages to The COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule no later than one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

**SAFETY:** The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the EVENT(S); or in the event that the safety of the photographer from the COMPANY is in question.

**SHOOTING TIME / ADDITIONS:** The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

**EXPENSES INCURRED:** When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the CLIENT.

**TRAVEL EXPENSES:** All travel expenses are based on the distance between the EVENT location(s) and the COMPANY studio address. For all EVENT(S) that is out of area, further than 1 hour drive will be subject to an additional out of area cost, and possibly subject to an overnight accommodation cost, if 2 hours or more drive. Best to discuss in person as options may vary.

**RESPONSIBILITIES:** The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

**VENUE AND LOCATION LIMITATIONS:** The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

**PERMITS:** The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

**FILM and COPYRIGHTS:** The photographs produced by the COMPANY are protected by Copyright (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. If the CLIENT has purchased an "Image DVD" from the COMPANY, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" from the COMPANY, the COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs. In summary, the COMPANY retains copyright in the photographs, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays.

**MODEL RELEASE:** The CLIENT hereby assigns the COMPANY 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

**LIMIT OF LIABILITY:** In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of this contract due to an injury, illness, act of God, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S). In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

**CAPTURE AND DELIVERY:** The COMPANY is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

**POST PRODUCTION AND EDITING:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

**PAYMENT SCHEDULE:** The aforementioned non-refundable Deposit is due at the time of signing of agreement. The remaining balance is payable in full 4 weeks prior to the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S).

**The deposit is non-refundable or transferable if the Client cancels or change. Cancellation less than 2 months before the event will result in the payment in full. All cancellations must be made in writing. Full payment must be paid 4 week before the arranged date. All forms of payment accepted (additional 5% for PayPal payments)**

**PRICING:** Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY.

**DELIVERY OF PRODUCTS:** Products will be ready between 6 to 10 working weeks after the EVENT, if no delays are met with the decision making of which images are being chosen for the final album. You will be contacted as soon as delivery is ready. Online gallery will be ready to start viewing within the 1st week.

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

## Signatures

**Brides Signature:** \_\_\_\_\_ **Groom Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Company Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



