

CONTRACT



Client Agreement

1. *Scope of Work:*

PHOTOGRAPHER and CLIENT are to arrive for the PHOTOSHOOT or EVENT at the agreed time and location which will be confirmed 7 days prior to the photoshoot.

2. *Retainer and payment:*

Upon your signature, PHOTOGRAPHER will reserve the time and date agreed upon, and will not make other reservations for that time and date. The CLIENT shall make a non-refundable retainer of 50% to the PHOTOGRAPHER to perform the services specified in the invoice. Or \$500 and reach an agreement to make payments.

Upon payment, PHOTOGRAPHER will reserve the time and date agreed upon by both parties exclusively for you. The full amount + any agreed-upon additional travel fees must be paid at least 7 days prior to the date of PHOTOSHOOT. No services will be made until full payment is made. In the event that payment is dishonored after payment has been made, no photos shall be released until a substitute full payment is made and clear funds have been received.

3. *Work Product:*

All photographs will be shot in digital format. Digital photos will be made available on a private online gallery available for download no later than 4 weeks after the shoot date. Photos will be delivered as high-resolution JPEG files in an online gallery. RAW files will not be provided. When the online gallery is delivered, it shall remain open for 14 days from the delivery date. Requests for additional photographs or changes to images shall be made within 14 days following delivery of the online gallery. Be advised that RAW files may be destroyed at any time after the online gallery has closed. The CLIENT may download images!

4. *Rescheduling/Late Arrivals:*

4.1 - In the event that the Client requests to reschedule its session on account of illness, emergency, act of God or any cause outside its control, the retainer will be applied to a rescheduled session provided that notice is given at least 7 days prior to the scheduled PHOTOSHOOT (or reasonable notice in the case of an emergency).

4.2 - Requests to reschedule by Clients for any reason other than a reason under clause 4.1 is at the discretion of PHOTOGRAPHER.

4.3 - An additional \$25 rescheduling fee must be paid by the Client on making a rescheduling request and PHOTOGRAPHER will be entitled to retain all amounts paid under this contract until the rescheduled PHOTOSHOOT.

4.4 - The rescheduled session must be within 2 weeks of the original session date (or a longer period as agreed by PHOTOGRAPHER and Client in writing) and is subject to the availability of PHOTOGRAPHER. Any Client that is late arriving to the session will have the remaining amount of time allotted for the session. All additional time beyond the scheduled end time will be billed to the Client .

5. Cancellation:

For portrait sessions, client forfeits their session retainer paid to book the session, the fee can be credited towards a future session if the client reschedules the appointment by calling 72 hours prior to the date of session and re-booking at an agreeable date and time.

For weddings and events, if for any reason the Client cancels before the wedding or event date, the Photographer will keep the event retainer fee paid to hold the wedding or event date as a cancellation fee. Cancellation must be made in writing, by mail or e-mail. However, if the client requires to change the wedding date, I will do my best to accommodate the change and no fee will be charged as long as the new date is available and within five months of the original event date. If I am not available for the new date, the original contract will be cancelled and subject to the cancellation policy.

6. Indemnification:

6.1 - PHOTOGRAPHER and CLIENT agree that the PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the PHOTOSHOOT. The PHOTOGRAPHER is not responsible for compromised coverage due to causes beyond the control of the PHOTOGRAPHER including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the PHOTOGRAPHER, restrictions of the locations.

6.2 - Unless specifically requested in writing prior to the commencement of the PHOTOSHOOT, the PHOTOGRAPHER is not responsible under this agreement: for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage; for missed coverage of any part of the PHOTOSHOOT; or for failure to deliver images of any specific individuals or any specific objects at the PHOTOSHOOT.

6.3 - If PHOTOGRAPHER is unable to perform the services in this contract due to illness, emergency, fire, casualty, strike, unsafe environment, threat, act of God or any cause outside its control: PHOTOGRAPHER will make reasonable efforts to arrange a substitute photographer who is prepared to perform the services under this contract for the price agreed in this contract if the PHOTOGRAPHER is unable to perform services; PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this PHOTOSHOOT if a substitute photographer cannot be found; If the fees to be charged by the substitute PHOTOGRAPHER exceed the fees payable by CLIENT under this contract, CLIENT will be entitled to elect: to engage the substitute photographer (in which case, CLIENT shall be liable for any additional fees charged by the substitute photographer); or to require PHOTOGRAPHER to return in full all payments in accordance with subparagraph 2 above.

6.4 - PHOTOGRAPHER reserves the right to substitute with another photographer in the case of failure to perform as stated above. The substitute photographer is chosen at the discretion of the PHOTOGRAPHER and does not constitute a breach of this agreement. PHOTOGRAPHER warrants the substitute photographer to be of comparable quality and professionalism.

6.5 - If PHOTOGRAPHER is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the PHOTOGRAPHER, the PHOTOGRAPHER will not be liable for any consequential loss arising from the non-delivery, and the liability of the Photographer to the Client should be limited to the repayment of amounts paid to the PHOTOGRAPHER under this Agreement.

6.6 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this PHOTOSHOOT 14 days after the online gallery has been delivered to CLIENT. CLIENT will have 14 days after gallery delivery to make PHOTOGRAPHER aware of any issue, discrepancy, technical problem or any other complaint regarding photos, their quality and contents, or anything relating to session coverage. After this 14-day term has expired, PHOTOGRAPHER will no longer be liable to CLIENT for any corrections, damages, refunds, re-edits or re-shoots. Re-edits after this term may be made by PHOTOGRAPHER if requested by CLIENT but the hourly fee of \$60 per hour plus GST for retouching will be billed with a minimum of one hour required.