

EVENT PHOTOGRAPHY CONTRACT

I. THE PARTIES. This Event Photography Contract (“Contract”) made on _____, 20____, is by and between:

Photographer: samuel flynn (“Photographer”), and

Client: N/A (“Client”).

The Photographer and the Client are each referred to herein as a “Party” and collectively as the “Parties.”

II. EVENT.

Type of Event: samuel flynn photography contract

Title: N/A

Address: _____

Date: _____, 20____.

Time: ____:____ AM PM to ____:____ AM PM

Hereinafter known as the “Event.”

III. SERVICES. The Photographer agrees to provide professional photography and videography services for the duration of the Event.

Hereinafter known as the “Services.” The Services are to be provided at the Event in a professional manner in accordance with industry standards and for the Photographer to adhere to any reasonable requests by the Client.

IV. CALCULATION OF FEES. In exchange for the Services provided, the Client agrees to pay the Photographer an hourly rate of \$75.

Any distribution of physical or professionally formatted media products is to be billed separately. The amount mentioned in this section is solely for the Services provided.

V. DEPOSIT. There is no money due at the time of signing this Contract. The good faith promise of performing under this Contract, by both Parties, shall serve as consideration (“Deposit”).

VI. EVENT CHANGES. After the signing of this Contract, changes to the Event by the Client can be made no sooner than 5 days prior to the Event (“Cancellation Period”).

If there is a change or cancellation of the Event by the Client sooner than the Cancellation Period, then there shall be no payment or liability to the Client and this Contract will become void.

VII. TERMS OF PAYMENT. The Client will be responsible to pay the Photographer for the Total Amount within 10 days after the invoice date.

VIII. METHODS OF PAYMENT. The Photographer's acceptable methods of payment are as follows:

- Cash
- Check
- Credit Card

IX. LATE FEES. If a payment due by the Client is not made within the requirements mentioned in Section VII, there will be a late fee , charged every 30 days, equal to the amount of \$

X. MISCELLANEOUS. The Photographer and the Client agree to the following:

- a.) **Independent Contractor.** It is agreed that the Photographer will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
- b.) **Taxes.** Any taxes due as part of the Photographer providing their Services in this Contract are the sole responsibility of the Photographer.
- c.) **Important Moments.** Any and all-important moments at the Event must be properly communicated with sufficient notice to the Photographer.
- d.) **Additional Services.** Any additional services (“Additional Services”) must be requested by the Client in writing and are subject to rejection by the Photographer should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Photographer for such.
- e.) **Damage to Equipment.** The Client will be responsible for any damage or loss to the Photographer’s equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- f.) **Liability and Indemnification.** The Photographer will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Photographer and any subcontractors working with the Photographer against all liability related to the Client's Event from the date of the Event and on into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Photographer or its employees, agents, or subcontractors. Furthermore, the Photographer has the right to cancel, at any time and without notice, the Services mentioned in this Contract with no liability or obligation to the Client other than refunds of any Deposit or advanced payments made by the Client.

XI. SUBSTITUTION. The Photographer may substitute another equally skilled photographer in the case of illness or scheduling conflicts. The Client will be given notice as soon as possible in such a circumstance.

XII. WATERMARKS. All images shown with watermarks, in a preview only viewing, or any limitations shall be removed upon full payment to the Photographer.

XIII. COPYRIGHT. The Photographer has the nonexclusive, irrevocable, perpetual, and international rights to use, publish, crop, modify, reproduce, and distribute any photos taken at the Event, in print and in all other formats, methods, and technologies of distribution of any kind, now known or later

developed. Therefore, it is strictly illegal for the Client to modify, copy, or reproduce the photographs without the written permission of the Photographer unless it is for personal use.

XIV. ORIGINAL PHOTOS. It is understood that the Photographer shall be the sole owner of any photos taken at the Event unless otherwise agreed upon.

XV. PHOTOGRAPHER'S CANCELLATION. If the Photographer is forced to cancel the services that is beyond their control, all funds paid by the Client shall be returned and the Photographer shall be held harmless from any legal or financial liability.

XVI. SEVERABILITY. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XVII. GOVERNING LAW. This Contract shall be governed under federal law and the laws located in the state where the Event is taking place.

XVIII. ENTIRE CONTRACT. This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

XIX. EXECUTION. The Photographer and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

Client's Signature: _____ Date: _____
Print Name: _____

Photographer's Signature: _____ Date: _____
Print Name: _____