

George W. Amos Photography

www.georgewamosphotography.com

February 26, 2020

706-466-2419

Short-Form General Photography Contract

This agreement is between _____ (hereafter "Photographer" "the Photographer" or "Photography Company") and _____ (hereafter referred to as "CLIENT").

1. Scope of Work: This contract is for services and products related to a photography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at _____(time) at _____(place).

PHOTOGRAPHER agrees to provide no fewer than _____ photos for CLIENT to view after the shoot, and is not required to provide more than this number of images. PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

2. Fees: In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of _____. CLIENT agrees to pay the photographer a non-refundable initial payment totaling 50% (fifty-percent) of the total price of the photography services upon signing this contract. The initial payment reserves the photographer's time and is not a retainer or deposit. PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

The balance of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section 1: Scope of Work. If CLIENT is required to purchase photos separately after the SHOOT, payment for those photos is due immediately upon order of photos to client. Photos (prints) can be ordered on the website www.georgewamosphotography.com. Client will receive a password by photographer at time of client account creation on website. Photos can also ordered through photographer. The photos will be stored in an external hard drive/expansion drive for one (1) year. Photos will also be store on a the website (www.georgewamosphotography.com) up to one (1) year.

3. Work Product PHOTOGRAPHER will deliver proofs of photos to CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that proofs are the exclusive property of PHOTOGRAPHER and CLIENT has no right to these photos except for a license to review them, but not store the proofs.

All photos delivered to CLIENT are licensed for CLIENT'S personal use only. Photos from the SHOOT to be delivered to the client will be according to the following order.

Are any photos to be included in the price for photography services? NO, ALL PHOTOS MUST BE PURCHASED SEPARATELY.

CLIENT understands and agrees that prints take longer for delivery. PHOTOGRAPHER must deliver photos in a reasonable amount of time after the CLIENT has made a final order.

4. Indemnification: 4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, client agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.

4.5 – CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.

4.6 – PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of Client CLIENT will obtain all permissions necessary for PHOTOGRAPHER to photograph at the SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of photographer.

6. Exclusive Photographer CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by the photographer. This slows down the photographer's work and violates the photographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the PHOTOGRAPHER or take pictures in these situations.

7. Model Release CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising. PHOTOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

8. Assignability and Parties of Interest: CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

TERMS AND CONDITIONS

- It is understood this Studio/Photographer is the exclusive official photographer retained to perform the photographic services requested on this Contract.
- Upon signature, the Studio/Photographer shall reserve the time and date agreed upon. Unless the Studio is able to fully replace the cancelled reservation, all sitting fees and retainers are nonrefundable, even if the portrait is rescheduled or canceled for any reason other than inclement weather.
- If, in the opinion of the photographer, inclement weather or other adverse conditions prevent the creation of a portrait meeting the artistic standards of the studio/photographer, photographer may elect to use an alternate location or to reschedule the portrait.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Studio/Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The Client signing this contract warrants that he or she has actual authority to agree to the use of the likeness of all persons included in the portrait in this manner and shall indemnify and defend the Studio/Photographer in the event of litigation arising out of such use. Negatives, digital files and previews remain the exclusive property of this Studio/Photographer.
- Studio/Photographer may substitute another photographer to take the photographs in the event of Studio/Photographer's illness or of scheduling conflicts. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be a competent professional.
- If the Studio/Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return any deposit or sitting fee to the 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 or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of all monies paid.

- Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

- The charges in this Contract are based on the Studio's/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 when the order is placed.

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

- No alterations of the photographs/images of the model(s) (of any age, especially underage) shall include the model(s) in any form of undress, sexual nature, and/or defamation by photographer, client(s), model(s) and/or third parties.

- This Contract incorporates the entire understanding of the parties and is governed by the laws of Georgia (State). Any modifications of this Contract must be in writing and signed by both parties. I have read and understand this agreement, including the terms and conditions, and agree to be bound by them:

CLIENT INFORMATION

PRIMARY CONTACT		SECONDARY CONTACT	
STREET		STREET	
CITY,		CITY,	
HOME PHONE	CELL PHONE	HOME PHONE	CELL PHONE
E-MAIL		E-MAIL	

Package Type:	TRAVEL /MILES:	RETAINER \$:	OTHER /DVD/USB/PRINTS	TOTAL \$:
NOTES:				

Out Door Photography with Studio Lights/Modifiers Sessions:

_____ \$55.00 for 30 minutes

_____ \$110.00 for 1 hour

_____ \$140.00 for 1 hour and 30 minutes

Outside of a twenty-mile area from Wrens, Georgia: A charge of \$1.35 per mile will be added to service fees.

PHOTOGRAPHER Signature _____

PHOTOGRAPHER Print: _____

Date: _____

CLIENT Signature: _____

CLIENT Print: _____

Date: _____