



**PHOTOGRAPHER:**

*Aaron Coen*

*512 Carriage Lane*

*Westville, Indiana 46391*

This agreement is between the Client, whose name and address is listed above, and [Anchor Point Media]. Hereinafter referred to as **PHOTOGRAPHER** and **CLIENT**, respectively.

This agreement contains the entire understanding between the PHOTOGRAPHER 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.

**RETAINER AND PAYMENT:** The Client shall make a non-refundable retainer of **20%** of the **QUOTED** price to the PHOTOGRAPHER to perform the services specified herein. A signed contract and retainer 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 retainer fee is non-refundable and shall be liquidated damages to the PHOTOGRAPHER. The CLIENT shall also be responsible for payment for any of the PHOTOGRAPHER's materials charges incurred up to time of cancellation.

**SCHEDULING and CANCELLATIONS:** The CLIENT agrees to confirm the schedule **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 PHOTOGRAPHER by the CLIENT. If Client requests to amend or cancel this agreement 7 or more calendar days before the session date, the retainer shall be applied a mutually agreed upon reschedule date. If Client cancels this agreement, or fails to show, this agreement **6 or less** calendar days before the session date, the retainer shall be forfeited. Reschedule must be within the same calendar year. Any Client that is late arriving to the session will have the amount of time late deducted from the time allotted for the session. **Client understands and agrees that PHOTOGRAPHER will not book other sessions during this time. In the event that Client cancels the**

*portrait session or fails to attend the session on the Session Date, for any reason, PHOTOGRAPHER shall suffer losses that are difficult to ascertain.*

**PAYMENT SCHEDULE:** The aforementioned **20% non-refundable** retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to or the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, the PHOTOGRAPHER shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S).

**SHOOTING TIME / ADDITIONS:** The CLIENT and the PHOTOGRAPHER 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.** All additional time beyond the scheduled end time will be billed to the CLIENT.

**VENUE AND LOCATION LIMITATIONS:** The PHOTOGRAPHER 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 PHOTOGRAPHER. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the PHOTOGRAPHER will offer technical recommendations only.

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

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

**TRAVEL EXPENSES:** All travel expenses are based on the distance between the EVENT location(s) and the PHOTOGRAPHER studio address. For all EVENT(S), the first **50 miles roundtrip** of travel are included. All miles in **excess of 50 miles** roundtrip are charged at **\$0.50 per mile.**

**COPYRIGHTS AND REPRODUCTIONS:** The PHOTOGRAPHER shall own the copyright in all images and photographic material, including but not limited to negatives, transparencies, proofs, and previews created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the PHOTOGRAPHER's website and/or studio. If the PHOTOGRAPHER desires to make other uses, the PHOTOGRAPHER shall not do so without first obtaining the written permission of the Client. It is understood that any duplication or alteration of original images is strictly prohibited **{Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102}** without the written permission of the PHOTOGRAPHER. The PHOTOGRAPHER shall make gallery proofs available through an online gallery proofing website or through an in-person ordering session.

**CLIENT'S USE:** The Client shall only use the prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for personal use only and shall not be submitted to contests, reproduced for commercial use or authorize any reproductions by parties other than the PHOTOGRAPHER. If the PHOTOGRAPHER provides a digital file print release, the Client must act in accordance with the release. The Client may share blog post links and Facebook albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion.

**MODEL RELEASE:** The CLIENT hereby assigns the PHOTOGRAPHER 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.

**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 PHOTOGRAPHER. The PHOTOGRAPHER retains the right of discretion in selecting the photographic materials released to the client. The PHOTOGRAPHER 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 PHOTOGRAPHER.

**RESPONSIBILITIES:** 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, rendering of decorations, or restrictions of the locations. The PHOTOGRAPHER is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The PHOTOGRAPHER is not held liable for missed coverage of any part of the EVENT(S). The PHOTOGRAPHER will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

**LIMIT OF LIABILITY:** In the unlikely event that the PHOTOGRAPHER 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 PHOTOGRAPHER, the PHOTOGRAPHER will make every effort to reschedule at no cost to the Client. In such case, the retaining fee will be applied to the rescheduled date, within the same calendar year. If the situation should occur with no option to reschedule, 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 PHOTOGRAPHER's control, including but not limited to camera, hard drive, or equipment malfunction, the PHOTOGRAPHER 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 PHOTOGRAPHER 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.

**ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the **Commercial Arbitration Rules of the American Arbitration Association**, administered by a licensed Arbitrator in the jurisdiction closest to the PHOTOGRAPHER's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than **\$200**. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

**INDEMNIFICATION:** The PHOTOGRAPHER shall be held harmless for any and all injury to client during the course of the photography session and the immediately surrounding events.

**MISCELLANY:** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of IN.

**ATTORNEY'S FEES:** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.

Photographer's Signature

A handwritten signature in cursive script, appearing to read "Aaron Loeb".

Date

Client's Signature

Date