

# DoJo Photo

## Dorothy & John Turnbull Photography

### Contract / Agreement

#### 1. Purpose

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 the parties.

#### 2. Reservation

Upon your signature, the Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or cancelled for any reason, including but not limited to acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted package. Client understands and agrees that the amount owed for the photography Package described in the contract is due the day of photography session, before photographs are to be taken. Client agrees if this is not paid at this time, the Photographer will not photograph the Client described on the contract, with a loss of Reservation Deposit and any other monies paid by Client, and no liability to the Photographer.

#### 3. Session Time / Additions

The client and the photographer agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Session 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), the session 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. The photographer is not held liable for less photographs desired or agreed upon by the client and photographer if the client is late to the scheduled appointment.

#### 4. Penalty Fees & Charges

There is a \$30.00 charge for payments returned by the bank for any reason. Any monies due after a returned check is required to be paid in cash, or by credit card. Credit card payments will have an additional fee.

When applicable, the client is responsible for all travel, accommodation, meal and transport costs unless provided by the client.

All travel expenses are based on the distance between the event location(s) and the photographers address. For all event (s), the first \_\_\_\_\_ miles roundtrip of travel are included. All miles in excess of \_\_\_\_\_ miles roundtrip are charged at \$\_\_\_\_.\_\_\_\_ per mile

## **5. Model Release**

The Client hereby grants to the Photographer and its legal representatives and assigns, 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, stock, commercial and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to said photographs.

## **6. Film and Copyrights:**

The photographs produced by the photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the photographer's explicitly written permission. If the client has purchased an "Image DVD" from the photographer, the photographer 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 photographer, The client must obtain written permission from the photographer prior to publishing the photographs.

## **7. Completion Schedule**

The Client agrees and understands that digital processing takes approximately two to four (2 to 4) weeks. A digital proof album will be given to the Client no more than one month (31 days after the Event, in the form of an Online Photo Gallery. The Client agrees that they will not copy, download, or use these photographs for any use until the digital CD has been delivered and full payment has been received.

## **8. Permits:**

The client is responsible for acquiring all permits and necessary permission for all locations which the photographer will be performing services. The photographer is not to be held responsible for any damages or legal actions due to the failure of proper permits and permission from land owners for photography sessions.

## **9. Right of Withdrawal**

The Photographer's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changing of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the Photographer initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/ products already provided. In case of withdrawal, \$50.00 an hour is billed for all photography services already provided, and \$30.00 an hour is billed for all other services, consultations, and all travel time, rounded up to the nearest half-hour. If the Photographer withdraws -- the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned checks).

## **10. Limit of Liability**

In the unlikely event that the assigned photographer is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism or other cause beyond the control the photographer, the photographer will make every effort to reschedule the appointment for another date. If the situation should occur and a rescheduled time is unavailable to the Client, responsibility and liability is limited to the return of all payments received for the photography session. 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's liability is limited to the return of all payments received for the photography session. 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 after the delivery of images on the CD to the client

## **11. Non-Guarantee**

Although every possible care will be taken to produce photographs of all important and special moments during the photography session, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of the Photographer's control. The photographer is not liable to deliver every image taken at the photography session. The determination of images delivered to the client is left to the discretion of the photographer.

## **12. Use of Props**

The Client may bring personal props to the photography session to use in photographs such as musical instruments, sports equipment, animals, teddy bears etc. however, the photographer makes no guarantee that these items will be used in photographs or in the final production of photographs. It is also the Clients responsibility to ensure that animals are permitted on properties, have the proper permits if they are required and that the animal (s) are leashed/cared for/controlled at all times. Any and all injuries by the animal (s) to the client, photographer or passer-byers, are the clients responsibility.

## **13. 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.

## **14. Performance**

The performance of this contract on behalf of the Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

## **15. Severability**

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

## **16. Amendments**

This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and the Photographer at the time of this signing shall be recognized as amendments to this contract.

## **17. Payments**

Client agrees to pay the required deposit amount at the time of session scheduling / signing the contract. Client agrees to pay the remainder of the session fee on the day of the photograph session. Payments may be made in cash, check or credit card. Fees will apply to returned checks and Credit card payments.

## **18. Reprint Orders**

If a disc of the digital photos is not part of the agreed Event Package, reprints (or additional prints) of photos and other products may be ordered by the Client and/or Guests, through the Online Photo Gallery, at the prices listed on the Online Gallery.

If a disc of the digital images IS part of the agreed photography package, the client agrees that the disc nor any of the photographs on it shall be copied, sold, used in any contest, claimed to be their own or altered in any way. Including but not limited to: cropping, adding text, filters etc.)

Additional discs may be purchased from the photographer.

## **19. DoJo Photo Dorothy and John Turnbull Photography©**

This document is provided by DoJo Photo Dorothy and John Turnbull Photography, and is limited for its members and their clients only. This agreement is solely between the Photographer and Client stated, and DoJo Photo Dorothy and John Turnbull Photography will not be liable to either party for its use and enforcement.

**Agreement Declaration:**

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

Signature (Client): \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Parent or Guardian if Client is under legal age):

\_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Photographer): \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_