

EVENT PHOTOGRAPHY AGREEMENT - Jimmy McDonald (photographer)

Event Date: _____ Time Photography Starts: _____ Time Photography Ends: _____

Other shooting Dates and Times agreed on: _____

Event Location: _____

Contact Name: _____ Phone: _____ Fax : _____

Address: _____ email: _____

Event theme: please specify traditional / formal / informal / casual etc.

Event photographer fee is \$50.00 per hour.

Photography fee agreed to: _____ (fee multiplied by the total hours requested, plus applicable expenses/taxes as described in the contract).

A deposit of 50% \$ _____ is due at the signing of this agreement, with the balance \$ _____ to be paid on the date of the event

Out of town Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs unless provided by the Client)

Additional time will be calculated per hour at a rate of \$50 per hour

Mileage/travel time will be calculated at 1.50 per mile.

SELECTIONS ON SERVICES SHEET AND ADDITIONAL SERVICES LISTED BELOW ARE INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between Jimmy McDonald (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. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage. Jimmy McDonald (photographer) will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the event cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted event photography package. THE CLIENT understands and agrees that the entire amount owed for the event photography package described in the contract is due on the date of the event.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Jimmy McDonald (photographer) recommends that **CLIENT** designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the event that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photograph's. Jimmy McDonald (photographer) is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Jimmy McDonald (photographer) .

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the **CLIENT** in a manner enjoyed by all parties. **CLIENT** and Jimmy McDonald (photographer) agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. Additional charges to be applied, beyond the agreed package above will be due prior to receiving online proof notification, final proof DVD and/or proof books.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or reception site management. **CLIENT** agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is **Client's** responsibility; Jimmy McDonald (photographer) will offer technical recommendations only.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the photographs produced by Jimmy McDonald (photographer) are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Jimmy McDonald (photographer) explicitly written permission. Upon final payment by the **CLIENT**, *limited* copyright ownership of the resulting images will be transferred to the **CLIENT** under the following conditions:

The negatives and or slides are the property of **CLIENT** for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The **Client** must obtain written permission from and compensate Jimmy McDonald (photographer) prior to the **CLIENT** or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION: **CLIENT** grants Jimmy McDonald (photographer) permission to display selected images resulting from this assignment as an example of FlickrPictures.com work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The **CLIENT** hereby grants to Jimmy McDonald (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 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 Jimmy McDonald (photographer) and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Jimmy McDonald (photographer) will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Jimmy McDonald (photographer) takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Jimmy McDonald (photographer)'s control, Jimmy McDonald (photographer) liability is limited to the return of all payments received for the event package. 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.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to Jimmy McDonald (photographer) in the event of a breach of contract by **CLIENT**. The **CLIENT** shall also be responsible for payment for any Jimmy McDonald (photographer) materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Photo processing and CD/DVD creation takes approximately two weeks

PAYMENT SCHEDULE: 50% due at time of signing of agreement. Balance payable in full on the date of the event.

Fees include photo sessions and processing. Each photo is retouched and sized during processing. All photos are shot in hi-resolution color large format. Online proofs will be made available for viewing and print ordering. Our photo CD contains all of the group shots, candid shots of small groups of people, the dancing, capturing the fun everyone had at the reunion. The CD comes with the School name and year specially printed on it and is \$24.99 plus sales tax and shipping. The files are cropped and sized for printing up to 8x10.

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

Signed _____ (**Client**) Date _____

Signed _____ (**Client**) Date _____

Make Checks or Money Order payable to:

Jimmy McDonald
2115 Brookbank Road
Rockingham, N.C. 28379