

Photography Contract
JUSTIN TINAPAY PHOTOGRAPHY

Client's Information

Client's Name _____
Address _____
Tel _____
Email _____

Event Date _____
Start Time _____ End Time _____

Locations for Photography:

Location Address 1 _____ Time _____
Location Address 2 _____ Time _____

Charges: The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

Package Contents

Package Type & Number of hours _____	Price \$ _____	<input type="checkbox"/> Website
Additional Fee _____	Price \$ _____	<input type="checkbox"/> Picture CD
Additional Fee _____	Price \$ _____	
Total \$ _____		
(See the forms page on the website for minimum deposit amount) Less deposit \$ _____		
(Event date is the due date) Balance Due \$ _____		

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Client's signature _____
Date _____

Photographer's signature _____ Date _____
Justin Tinapay

This Agreement is subject to all the terms and conditions appearing on the reverse side.

Terms and Conditions

- 1. Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event. Guests, Family and friends of the Client shall be permitted to photograph as long as they shall not interfere with the Photographer's duties.
- 2. Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. Balance shall be paid in full during or before the event for the service to be provided.
- 3. Cancellation.** If the Client shall cancel this Agreement ninety (90) or more calendar days before the event date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within ninety (90) days of the event date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit. A \$300 cancellation fee shall be applied if the Client cancels within thirty (30) days of the event date.
- 4. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, website, or for display within or on the outside of the Photographer's studio.
- 5. Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints. If Client is obtaining a print for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph.
- 6. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- 7. Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 8. Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.
- 9. Photographer's Standard Price List.** The charges in this Agreement are based on the 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.
- 10. 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 New York & New Jersey.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Signatures below are optional unless Terms and Conditions page is printed on a separate sheet of paper.

Client's signature _____

Date _____

Photographer's signature _____ Date _____

Justin Tinapay