

Contract for the supply of the Services of a Photographer
(Commercial)

Part 1

Name of Client:

Services to be provided:

Package Cost £

**Please provide the services set out in this contract.
I am aware that this contract has been entered into on the
basis of the information supplied by me in Part 2 (General
Information) and incorporates the terms set out in Part 3
(terms and conditions of contract of JoanneB Photography).**

Client:

Date:

Photography copy

Part 2 General Information

Session Dates:

Commercial Description:

Session Times:

Session Location:

Contact Name:

Phone:

Mobile:

Email:

Address:

Session details, costs, included items and Usage Rights:

Retainer Due £

Balance to be paid £

Please make cheques payable to 'JoanneB Photography'

Bacs transfer Account 21654026 Sort code 60-24-77

I have read and undertake to abide by the schedule and terms of the agreement on this contract.

Signed Client

Date

Signed Photographer

Date

Part 3 Terms and Conditions of Contract

AGREEMENT OVERVIEW This agreement contains the entire understanding between JoanneB Photography 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.

SERVICE AGREEMENT This confirms my contracting agreement: I agree that JoanneB Photography shall provide services to photograph you to the best of our abilities in accordance with the package selected. Every effort will be made to assure your satisfaction according to industry standards. Any artistic interpretation by the photographer will be deemed acceptable and correct. Due to the nature of the business, all sales are final. Although every care possible will be taken to produce photographs of all important and special moments during the session, the Photographer cannot place an un-conditional guarantee on the above. If you are not satisfied with your images through fault of JoanneB Photography your images will be retaken. If you are not satisfied with your products through fault of JoanneB Photography they will be replaced. Notification of dissatisfaction must be received in writing within one week of receipt of images or upon receipt of products in order to receive refund or replacement. We do all we can to ensure that you are satisfied with your images and products. We cannot be responsible for dissatisfaction due to circumstances beyond our control.

COOPERATION The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. JoanneB Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to JoanneB Photography. JoanneB Photography shall use its own judgment regarding style and input in the production of pictures. This includes but is not limited to locations, poses and number of images taken.

IMAGES AND COPYRIGHTS Photographs/images produced by JoanneB Photography are protected by Copyright Law. Upon final payment by the CLIENT, the CLIENT is granted limited license to use and or display resulting images as outlined in the Usage Rights on p2 of this document. Said images may not be altered or used in any manner outside what is prescribed in this document without prior written permission of JoanneB Photography. The CLIENT must obtain written permission from and compensate JoanneB Photography prior to the CLIENT, its associates, friends or relatives re-distributing or selling the photographs for any reason not prescribed in this document.

MODEL RELEASE The CLIENT(s) & SUBJECT(s) hereby grant to JoanneB Photography, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included for the promotion of its business and services, including editorial, trade, advertising and any other purpose and in any manner and medium.

LIMIT OF LIABILITY In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents them from photographing the event, JoanneB Photography will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the rescheduling, or return of all payments received for the package purchased. JoanneB Photography 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 JoanneB Photography's control, JoanneB Photography's liability is limited to the return of all payments received for the portrait package.

COVERAGE The CLIENT(s) understands and accepts that the photographic coverage will be as our professional expertise determines and that not one photograph be deemed more important than another. Every effort will be made to comply with your wishes. Any additional requests not notified on this booking form must be made by the CLIENT in writing.

PROOFS, PRINTS AND RETOUCHING Any proofing product viewed are individually corrected for colour balance, density, contrast, etc. No retouching will be applied to any proof image. All prints that are subsequently ordered or used will receive individual attention in the form of retouching, enhancement, selective area adjustment, textures, etc. Retouching means correcting various elements in an image such as litter, distractions and minor physical flaws, (tired eyes, smoothing skin, removal of stray hairs etc) JoanneB Photography is granted total artistic control over the final image and the CLIENT understands that these are the steps JoanneB Photography will take when referring to retouching.

CANCELLATION If JoanneB Photography has to cancel the session for reasons beyond their control and the contract has to be completely cancelled their liability is limited to a full refund of all monies paid to us.

RETAINER & PAYMENT SCHEDULE: The CLIENT shall pay 50% of the full session fee at the time of signing this agreement. This is A NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for any loss of earnings incurred. The CLIENT shall also be responsible for payment of any JoanneB Photography materials/charges incurred up to the time of cancellation. The retainer shall be applied towards the total cost of the services rendered. The remaining charges are payable in full within 10 working days after the shoot.