

Photography Contract

This Photography Contract ("Contract") is made effective as of _____ ("Effective Date"), by and between A Worth Production ("Photographer") of _____, _____, _____, and _____ ("Client") of _____, _____.

Description of Services. On the Effective Date, the Photographer will provide to the Client the following photography services (collectively, "Services"):

Agreed upon photography/videography services: Family Photos - 80 images.

Performance of Services. (1) The Photographer agrees to take photographs as per the Client's stated requests, allowing for artistic expression; (2) The Photographer agrees to use high technical quality to meet the Client's needs, for web or print; (3) The Photographer will use digital photography and color management consultancy knowledge to create photographs for the Client; and (4) The Photographer shall provide the Client with a lookbook or samples of the final proofs within 30 day(s).

Payment. (1) The Client agrees to pay the Photographer a sum of \$350.00 in consideration for the Services to be rendered by the Photographer. In consideration for this fee, the Photographer will devote 1 hour to cover the event or occasion of the Client; (2) The Photographer will provide proofs and/or a lookbook to the Client to review for final purchase of pictures; (3) The Photographer will provide the Client with a cost sheet itemizing the cost of different packages and individual photo purchases.

Deposit. At the time of the signing of the Contract, the Client shall pay a non-refundable deposit of \$100.00 to the Photographer for the Services. The deposit will be subtracted from the total payment owed by the Client upon completion of the Services.

Cancellation Policy. All deposit fees are non-refundable. A minimum of 24 hours notice will be required for cancellation of this Contract by the Client. Any cancellation made with less than 24 hours notice prior to the agreed upon service date will result in full payment by the Client. If the cancellation is initiated by the Photographer, all monies paid to the Photographer from the Client shall be fully refunded, including the deposit fee. A refund shall be paid out within 30 calendar days from the date of cancellation.

Term. The Photographer and the Client agree that this Contract shall commence on the Effective Date and that same shall terminate on _____. This Contract may be extended and/or renewed by an agreement of all parties memorialized in a subsequent amendment.

Work Product Ownership. Any copyrightable works, ideas, discoveries, products, or other information (collectively, "Work Product") developed in whole or in part by the Photographer in connection with the Services will be the exclusive property of the Photographer. Upon request, the Photographer will execute all documents necessary to confirm or perfect the exclusive ownership of the Photographer to the Work Product.

Relationship of Parties. It is understood by the parties that the Photographer is an independent contractor with respect to the Client and not an employee of the Client.

Confidentiality. The Photographer, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of the Photographer, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. The Photographer

and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

Courtesy. The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client. The Client and the Photographer agree that positive cooperation and punctuality are therefore essential.

Mutual Indemnification. The Photographer agrees to indemnify and hold harmless the Client from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Client that result from the acts or omissions of the Photographer, its members, if any, and its agents. The Client agrees to indemnify and hold harmless the Photographer from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Photographer that result from acts or omissions of the Client, its members, if any, and its agents.

Warranty. The Photographer shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable industry standards and will provide a standard of care equal to, or superior to, care used by service providers similar to the Photographer on similar projects.

Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make a required payment when due.
- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- (d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Amendment. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Governing Law. This Contract shall be governed by the laws of Arizona.

Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Assignment. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Signatories. This Contract shall be signed by _____ and on behalf of A Worth Production by Ashley Worth, Photographer / Videographer and is effective as of the date first above written.

The Client:

By: _____

Date: _____

The Photographer:
A Worth Production

By: _____
Ashley Worth
Photographer / Videographer

Date: _____