

Kara Fiset *Photography*

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CONTRACT FOR PHOTO SERVICE

Client: _____ Wedding Date: _____

Bride's name:

Groom's Name:

Home Address:

City, State, Zip:

Home Phone:

Cell Phone:

E-mail:

Alt. Email:

Ceremony Site:

Address:

Start Time:

Reception Site:

Address:

Start Time:

Package Description

	Price: \$ _____
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Misc. notes: _____

This is an agreement between:

_____ hereafter referred to as the Client, and
Kara Fissette Photography hereafter referred to as the *Photographer*.

1. Deposits and Contract:

Your deposit reserves the date indicated above. *Photographer* guarantees service *Client* according to this contract. For this reason, deposits are not refundable. If the payments are not received by *Photographer* by the dates specified, *Photographer* may cancel the reservation without further notification to the *Client* (verbal or otherwise). This contract is good only for the Wedding Date above; *Client* understands that if the date above is changed, a new contract must be drawn in accordance with current packages, options and prices. *Client* is aware that Selected Packages may only be upgraded. Additional custom items ordered after the event must be paid in full at the time of order placement. No service will take place and no rights will be granted until timely payment is made in full. Late payments fees may apply.

2. Permission:

Client is aware that restrictions imposed by others (e.g. church, reception hall, guests, etc.), and the constraints of the physical environment, safety, weather, and acts of God can affect the quality and extent of photography coverage. *Photographer* guarantees coverage of all events only within the bounds of any restrictions and constraints of the physical environment, safety, weather and acts of God. *Client* is responsible for obtaining all permissions and clearances, and adequate shelter from inclement weather and extreme temperatures as required by *Photographer* to operate. *Client* guarantees that *Photographer* is the only and solitary Professional Photographer at the event. If for any reason at the event another Professional Photographer is present, *Photographer* is allowed to

stop any activities until the time of another Professional leaves the premises.

3. Acts of God:

Photographer takes extreme care to create a high quality photo. However, *Photographer's* liability is limited to the refund of the total amount paid for circumstances beyond *Photographer's* control including, but not limited to: power failure, equipment malfunction, and defective equipment. 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* shall not be liable for any amount in excess of the retail value of the *Client* order.

4. Meal, Travel, and Parking:

Client is obliged to provide entrée meal for *Photographer(s)* during the guest meal service. If you cannot provide a meal, *Photographer(s)* will take up to one half hour off-site meal break during the guest meal service. Travel fee is calculated based on any distance *Photographer* must travel over 30 miles from Exit 6 (190) in Sterling, MA 01564 to the initial contact with the *Client* on the day of the event at the rate of \$2.00 per each mile. Parking for *Photographer's* vehicle must be provided on or near the event premises. Parking and Travel expenses will be added to the final invoice. If *Photographer* must leave a vehicle in an area where parking is prohibited and ticket is received, *Client* agrees to reimburse *Photographer(s)* for the parking/traffic tickets cost. If *Photographer* is required to stay overnight, all of the expenses will be added to the final invoice.

5. Copyrights:

Photographer retains all copyright and reproduction rights for each original and edited photograph whether in whole or part.

6. Property Rights:

Client warrants that he/she has the legal rights to anything *Photographer* may use in production of album including personal photos. *Client* agrees to indemnify and hold *Photographer* harmless for loss, damage, or liability for infringement of any rights arising from the use of material *Client* hires *Photographer* to produce, edit, or duplicate. It is understood that any and all proofs, sample prints, negatives, or digital files shall remain the property of the *Photographer* and may be used for advertising, display or any other purpose thought proper by the *Photographer*. In the event the *Photographer* offers to sell you the negatives or digital files, you agree to use those for personal use only and that the *Photographer* retains the copyright for commercial and advertising use.

7. Display Rights:

In signing this contract, *Client* is acting as agents for all members of the party and guests and grants *Photographer* all rights for display, airing, exhibition, promotion, newsletter, contests, and advertising use of all images produced under this contract.

8. Overtime:

When event activities extend beyond the agreed upon length of time of coverage and *Client* requests extended coverage, overtime will be billed in one hour increments at the current coverage billing rate (\$100.00 an hour per photographer), until such time as *Client* has departed or informs *Photographer* to discontinue. Additional hours beyond the time contracted in the package will be billed at \$100.00 per hour and must be paid before the *Photographer* continues his/her work.

9. Studio Liability and Guarantees:

Photographer limits any liability for loss, damage, or failure to deliver the event photographs for any reason to return of all payments made.

10. CLIENT IS ONLY INTERESTED IN THE RESULTS OBTAINED BY KARA FISETTE PHOTOGRAPHY. KARA FISETTE PHOTOGRAPHY SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO. KARA FISETTE PHOTOGRAPHY SHALL NOT BE RESPONSIBLE FOR DAMAGES CAUSED BY ACTS OF GOD AND/OR DEFECTIVE MATERIALS OR EQUIPMENT PURCHASED IN GOOD FAITH FOR THE COMPLETION OF THE AGREED TASKS.

11. The *Client* understands that due to price fluctuation prices for the a-la-carte services and products are subject to change without prior notice.

12. *Photographer* reserves the right to replace the albums with any comparable selections, should the products demonstrated prior become unavailable in the future.

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

Client's Signature

Client's Signature

Kara Fisetten Photography (Photographer)

Date

