



## Ant Hill Photography, LLC

229-575-6383

<http://www.AntHillPhotography.com>

### CONTRACT FOR PHOTOGRAPHIC SERVICES

This agreement is between \_\_\_\_\_ (hereafter "Photographer", "the Photographer" or "Photography Company") and \_\_\_\_\_ (hereafter referred to as "Client" or "the Client").

#### Scope of Work:

This contract is for services and products related to a photography shoot (hereafter "Event" or "Session") to take place at the following time and place.

PHOTOGRAPHER agrees to provide no fewer than \_\_\_\_\_ photos for Client to view after the shoot, and is not required to provide more than this number of images.

PHOTOGRAPHER will perform basic post-processing or digital image editing services on these photos where artistically necessary.

### Terms and Condition

1. **ENTIRE AGREEMENT:** This signed contract constitutes an order for photography service and digital images, prints packages or a combination herein. There are no oral or other agreements of the parties hereto and this contract constitutes full and complete understanding and agreement between the Client and the Photographer.
2. **LIMIT OF LIABILITY:** Although care will be taken with the in-camera digital images (hereafter "photographs" or "digital images") of the Event, the Client limits any liability for loss, damage or failure to deliver photographs for any reason on behalf of Photographer, agents, assigns or licensees for their nonperformance caused by any force majeure or similar circumstances, illness, accident or any cause beyond their control; nor for the loss or damage of any photographic materials, whether in transit or in developing. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.
- 2A. **DESIRED SCENES:** The Client will provide the Photographer with a list of suggested photographs that they desire in advance. While every attempt is made to accommodate the Client's desired list of photographs and create the best images possible, no particular image is guaranteed. The Photographer is equipped to handle most low-light situations. In situations where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the photographs as-is, given the technical limitations of low-light photography.
3. **EXCLUSIVE PHOTOGRAPHER:** It is understood that no other photographer (amateur, enthusiast or part or full time professional) shall be allowed to photograph at the Event while the Photographer is working, and that any breach of this agreement will constitute a reason for non-completion of the job with no liability to the Photographer and loss of reservation deposit by the Client.
4. **OWNERSHIP OF ORIGINAL IMAGE FILES:** Original photographs are not included, only edits. The Photographer retains the right to edit the photographs and omit any image. It is understood that the Photographer will not deliver every exposure taken. Client agrees to abide by the Photographer's editing decisions. The Client will receive photos on digital download, DVD or USB Drive for the Client's personal use. Digital download/DVD/USB Drive includes images for the Client's personal printing and may be used on the web, social media, or email. Client understands that when publishing photos on websites, i.e. personal website, Facebook, etc., client will not edit the photos in any way, i.e. editing the watermark, cropping, filters, and the like.
5. **DISPLAY PROMOTION:** It is agreed that the Photographer may display and use photographs from the Event for advertising, display, website and internet promotion, photographic contests, trade shows, conventions, public display as in malls, photography books, photography instructional books,



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store fronts, window displays, studio display, television advertising, magazine advertising and any other purposes thought proper by the Photographer.

5A. **MODEL RELEASE:** The Client hereby grants to the 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 the Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

6. **FEEDING YOUR PHOTOGRAPHER(S):** In addition, adequate meals must be provided for the photographer and assistant(s) on events over 5 hours. Please understand that your photographer, and assistants, works very hard on your Event day(s), so we request the same meal that is provided to your guests. "Vendor meals" usually consist of pre-made cold sandwiches and are not adequate meals.

7. **RESERVATION DEPOSIT & PAYMENT SCHEDULE:** Upon receipt of a signed contract and payment (Retainer fee and 50% of the photographic service fee) from the Client, the Photographer reserves the time and dates agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit and 50% of the contract total is *non-refundable*, even if the date and time are changed or reunion cancelled for any reason, including acts of God, fire, strike, and extreme weather. Reservation Deposit is to be paid at time of parties signs the contract. The Client understands and agrees that the entire amount owed for the photography service described in this Contract is due the date the contract is signed and returned to the Photographer no later than fifteen(15) calendar days before the scheduled Event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Certified or Cashiers Check issued by a United States Bank.

8. **GUARANTEED DELIVERY TIME:** The Photographer agrees to have the contracted order for photographs completed within six(6) weeks of the end of the Event and all outstanding balance for the service, digital images and prints are paid in full by the Client. This guaranteed delivery time is dependent upon Photographer having ALL the images in his physical control.

9. **INDEPENDENT CONTRACTOR:** This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

9A. **Arbitration:** Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the State of Georgia. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

10. **CANCELLATION:** The Client has the opportunity to cancel contract. If the cancellation is received by the Photographer before fifteen(15) calendar days prior to the date of the Event, then the Client will be refunded 50% (Reservation Deposit is non-refundable) of the contracted photography service already paid by the Client. If the Photographer receives notice fifteen(15) calendar days or less from the date of the Event, the Client forfeits the full contract amount for the photography service. For a notice of cancellation by the Client to be valid, the Client must send notice of cancellation in writing and delivered to the Photographer by either email to [info@AntHillPhotography.com](mailto:info@AntHillPhotography.com) or through the United States Postal Service postmark within the prescribed timeline stated in this paragraph.

10A. **Reschedule:** In the situation that the Client reschedules the Event and the Photographer is able to provide the service then the Client will receive credit for all monies already paid to be applied towards that event's rescheduled date and time. A new contract and retainer amount may be required. The new contract price will reflect the current pricing in effect to reflect new Event date. In the situation the Client reschedules the Event to a date and time that conflicts with the Photographer's schedule then the Photographer will: 1) return any amount paid (minus the retainer fee and 50% of the photography quoted amount) to the Client; 2) recommend other professional photographers for the Client to contact.

11. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event in-person consultation [at least] 10 calendar days before the event date in order to finalize the actual shooting times, locations, and client's request list (in writing) for specific photographs beyond what is normally taken. If there are any changes in the schedule, notify the Photographer immediately.



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12. **FORMAL PHOTOGRAPHS:** The client agrees to set aside a reasonable amount of time (defined by the Photographer) for formal photographs. If the parties' late arrival prevents this formal period of time from occurring the photographer shall not be held liable for failure to take desired photographs.
13. **COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. The Photographer recommends that the Client designate a person as the "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 photographs. Ant Hill Photography, LLC is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to the Photographer.
14. **COPYRIGHTS:** The photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer explicit written permission. If purchased, the digital and print images are the property of Client for personal use and NOT for the purposes of reproduction for commercial; i.e., for-profit, non-profit or personal gains. A copyright release letter will be furnished to you. The client must obtain additional written permission from and compensate the Photographer (Ant Hill Photography, LLC) prior to the client or its friends and relatives publishing or selling the photographs for profit.
15. **DIGITAL MEDIA:** An acceptable storage media (in use at the time of the contract) will be selected to store digital images of all client-selected images, in high-resolution format, will be made available, complete with copyright release. Upon receipt of a photo storage media, the client accepts all responsibility for archiving and protecting the photographs. The Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is the client's responsibility to make sure that digital files are copied to new media as required. Digital images quality degrades over time as copies of copies are created. This is a electronic fact where the Photographer has no control nor assume liability.
16. **PRINTED IMAGES:** Client is aware that color dyes in printed photography may fade or discolor over time due to the inherent qualities of dyes, the substrate and the environment and the Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
17. **IMAGE PROCESSING/PRINTING:** Unless agreed upon prior to any editing work, high-resolution proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly. For best results, clients with the high-resolution files should order their prints through a reputable lab.
18. **CREATIVE LICENSE:** Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable and professional in quality and within the photographer's artistic standards.
19. **HARASSMENT:** Ensuring the appropriate behavior of all guests and other persons at the reunion and other events covered by Photographer shall be the responsibility of Client. In the event the Photographer or employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the reunion or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the reunion/event; third offense: Photographer will end photography coverage immediately and leave the event. Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete reunion or event photography coverage.
20. **RELIGIOUS CEREMONIES:** It is the responsibility of the Client to notify the Photographer whether flash photography during the ceremony or no flash photography during the ceremony is



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acceptable. Client understands that if no flash lighting is to be used during the ceremony that high-speed camera settings must be used that may cause a grainy, out of focus or both effects in the photograph. Client also understands that flash photography during the ceremony can be distracting. The Photographer uses very high quality digital cameras with sophisticated computer software to minimize grain in no flash situations, but due to different lighting in every setting, we do not guarantee no grain photographs. Where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.

It is the client's responsibility to receive permission to use various locations for photographer, including the wedding and receptions locations, and any other locations that will be used during the day. If the Client disagrees with any restrictions placed on the photographer by outside vendors, or venue. It is the responsibility of the Client to resolve the matter.

21. **COLLECTION COSTS:** The Client understands and agrees that the Client is responsible for paying all retainers, fees, travel charges or any amount due under this agreement on a timely basis. If Client does not pay on a timely basis, the Photographer may turn Client's account over to an attorney or collection agency for collection. The Client understands that The Client will be responsible for all collection fees, court costs and any collection fee charges by a collection agency if the Client's account is turned over for collection.

22. **TRAVEL FEE.** There is NO fee for the Photographer to travel up to 25 miles from the studio to the location of the Event. For locations that are further than 25 miles from the the Photographer's studio, the travel fee to and from the Event will be added; based on the current guidelines defined by the United States Internal Revenue Service.

Signature Box			
Client 1 Signature		Client 2 Signature	
Date		Date	
Photographer/Studio Name		Photographer Signature	
		Date	



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## RELEASE AND WAIVER OF LIABILITY

I, HAVING AGREED TO AGREEED TO BE PHOTOGRAPHED, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the ordinary negligence of the provider or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Ant Hill Photography, LLC and/or their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

2) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of such entities or persons or otherwise. I acknowledge that Ant Hill Photography, LLC and their owners, directors, officers, employees, volunteers, representatives, insurance carrier, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Ant Hill Photography, LLC. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I acknowledge that flash photography or strobe lights may be used during this event or activity.

I agree to allow my photo, video, or film likeness to be used for legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

<b>Client Signature</b>	<b>Date</b>	<b>Participant (Talent) Signature</b>	<b>Date</b>



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**PARENT/GUARDIAN WAIVER FOR MINORS** (Under 18 years old):

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

<b>Client Signature</b>	<b>Parent/Legal Guardian Signature</b>
<b>Date</b>	<b>Date</b>