



# Schleisman Photographic

Commercial Photography Contract

**303.549.4962**

[www.ericshleisman.com](http://www.ericshleisman.com)

# Schleisman Photographic Commercial Photography Contract & Order

Name of Responsible Party \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Phone #1 \_\_\_\_\_

Contact Phone #2 \_\_\_\_\_

E-mail \_\_\_\_\_

Please Describe the Project (if there is not enough room, attach an additional sheet): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Shoot (address & simple directions): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Shoot Date: \_\_\_\_\_

Photographer Start Time: \_\_\_\_\_

Photographer End Time: \_\_\_\_\_

Agreed upon Rate (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**All terms and conditions of this General Photography Order and Contract are understood and agreed upon by the signing parties below:**

**Signature of Photographer:** \_\_\_\_\_

**Signature of Responsible Party:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

**TERMS & CONDITIONS:**

**Commercial Photography Order:** Each project is considered one order and all orders must go through the responsible party who is considered the Client, and the Client is responsible for all orders placed. Client agrees and acknowledges that the form of this photography is digital capture and not film based. 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.

**Limit of Liability:** In the unlikely event that the Photographer is injured or becomes too ill to photograph on the agreed upon shoot date, the Photographer will make every reasonable effort to secure a replacement Photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the general photography order. The Photographer will take all reasonable care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that all or some of the photographs have been lost, stolen, or destroyed for reasons beyond the control of the Photographer, all parties agree that the Photographer’s liability is limited to the return of all payments received for the general photography order. Photographer will perform within all reasonable expectations to complete the agreed upon project; however, due to limits imposed by time restrictions and unforeseen events during the shoot day, the Photographer cannot be held liable for unintentional errors or omissions. In any event, the limit of Photographer’s liability shall not exceed the contract price stated herein and all parties to this contract hereby agree that refund of said contract price shall terminate any further liability between the parties.

**Exclusive Photographer:** It is understood that no other Photographer, amateur or professional, shall be appointed to photograph the project 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 full loss of Retainer paid by the Client.

**Royalty & Copyright:** It is agreed that ownership of the digital capture, i.e. “negatives” will remain with the photographer unless otherwise stated in a rider to this contract. Client is allowed one-time rights with regard to the project.

**Display Promotion:** It is agreed that the Photographer may display and use photographs from the project for advertising, display, website and internet promotion, photographic contests, bridal shows, public display as in malls, photography books, photographic instruction books, store fronts, window displays, studio and portfolio display, television advertising, magazine advertising and any other purposes solely to promote the Photographer.

**Retainer & Payment Schedule:** Upon signature, the Photographer (Eric D. Schleisman) reserves the date and time agreed upon in this contract, and will not make other reservations for that time and date. For this reason, a retainer of 30% of the general photography order will be paid and is considered non-refundable in the event the Client, for any reason, changes or cancels the agreed upon date and time including acts of God. The 30% retainer is to be paid at the time of signing of this contract. The retainer will be applied to the balance of the commercial photography order upon completion of this contact. Client understands and agrees that the entire amount owed for the commercial photography order described in this contract is due no later than 30 days after the shoot date. Client agrees that an additional \$30.00 fee will apply for any return checks, insufficient funds, or stopped payments presented to the Photographer. Any additional hours & minutes above & beyond the agreed upon package will be billed at a rate of \$250.00 per hour.

**Travel Fee:** An additional fee of .65 cents per mile will apply to any location outside the Denver Metro area.

**Guaranteed Delivery Time:** Photographer agrees to have the contracted order for the photographs delivered within three (3) business days. This does not include any retouching needs beyond the standard basic retouch for color, levels, brightness & contrast. Additional time as necessary will be allowed upon a reasonable basis for high-end professional retouch.

**Independent Contractor:** This contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor and has liability insurance protection.

**Basic Retouch:** All final prints and digital negatives include basic touch up with respect to overall levels balance, brightness and contrast, cropping and basic color correction calibrated for Fuji Frontier Labs using low contrast paper. Schleisman Photographic will not be responsible nor make any guarantees for prints produced at other labs or with consumer printers. Professional high-end retouching for fashion, beauty or other commercial needs will be billed at \$125.00 per hour.

Responsible Party’s Initials \_\_\_\_\_

Photographer’s Initials \_\_\_\_\_