



Schleisman Photographic

Event Photography Contract & Order

303.549.4962

www.ericshleisman.com

Schleisman Photographic Event Information Sheet

Name of Responsible Party _____

Address _____

Contact Phone #1 _____

Contact Phone #2 _____

E-mail _____

Please Describe the Event (if there is not enough room, attach an additional sheet): _____

Location of Shoot (address & simple directions): _____

Shoot Date: _____

Photographer Start Time: _____

Photographer End Time: _____

Package Desired (see Rate Sheet) _____

Or 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:

Event Photography Order: Each event (i.e. wedding, mitzvah, quincenera) is considered one order and all orders must go through the bride and/or groom who are 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 the event, 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 event 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 event photography order. Photographer will perform within all reasonable expectations to capture all agreed upon event moments; however, due to limits imposed by time restrictions and unforeseen events during the Event 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 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 or loss of Retainer paid by the Client. Family, friends and guests may take snapshots, but no one else may be appointed to function as an official Photographer of the Event day’s events.

Ownership of Digital “Negatives”: It is agreed that ownership of the digital capture, i.e. “negatives” will transfer to the Client upon delivery of the event photography package ordered on this contract. The Client is free to produce as many copies or prints from the Master CD as desired; however, the Photographer retains the Display Promotion rights described in the below section. The Photographer also reserves the right to remove any undesirable exposures from the digital negatives (blinked shots, blurred images, etc.)

Display Promotion: It is agreed that the Photographer may display and use photographs from the Event Day and engagement portraits 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 to promote the Photographer.

Retainer & Payment Schedule: Upon signature, the Photographer 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 event photography order will be paid and is considered non-refundable in the event Client, for any reason, changes or cancels the agreed upon date and time in this contract 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 event photography order upon completion of this contact. Client understands and agrees that the entire amount owed for the event photography order described in this contract is due no later than one week before the Event Day. Client agrees without balance paid by this time, the Photographer will NOT photograph the Event Day described in this contract with no liability to Photographer and full loss of retainer paid by the Client. 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 \$190.00 per hour per photographer.

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

Guaranteed Delivery Time: Photographer agrees to have the contracted order for the event photographs online within 3 business days starting the day after the Event Day. Please allow 4-6 weeks for delivery of Master DVD’s or CD’s, Wedding Books and/or DVD slide shows.

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. Additional retouch (i.e skin, reflections on glasses, special artwork, etc.) will be billed at \$85.00 per hour.

Responsible Party’s Initials _____

Photographer’s Initials _____