



Photography Services Contract

Contracting Parties

Conrad Digital Images (Marty Conrad) _____

Name (Client): _____

Address: 1325 Pacific Coast Highway, Unit 2006 _____

Address: _____

City: San Diego _____

City: _____

State, Zip Code: CA 92101 _____

State, Zip Code: _____

Phone: 760-585-6533 _____

Phone: _____

***Please note any address changes that may occur after the event.**

Event Information

Property/Event Venue #1: _____

Event Venue #2: _____

Event Date: _____

Event Date: _____

Start/End Time: _____

Start/End Time: _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Phone: _____

Phone: _____

Services to be Provided: _____

Services to be Provided: _____

Date/Start Time _____

Date/Start Time _____

Address: _____

Address: _____

City: _____

City: _____

State, Zip Code: _____

State, Zip Code: _____

Esent Day Contact (name and number for a cell phone that will be turned on the day of the events)

Contact Name: _____

Cell #: _____

Alternate Contact Name: _____

Cell #: _____

Total Fee: \$ _____ **(See Attachment A for details)**

*****Cash, Check or Credit/Debit Cards Please Make Checks Payable to: Conrad Digital Images*****

Package: See **Attachment A** _____

Total Package Price: _____

This Agreement is made effective for all purposes in all respects as of _____ (current date) by and between Marty Conrad, hereinafter referred to as "Conrad Digital Images" and _____, hereinafter referred to as "The CLIENT" relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between Conrad Digital Images and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee may be required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be considered as liquidated damages to Conrad Digital Images. The CLIENT shall also be responsible for payment for any materials or other charges incurred by Conrad Digital Images up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from Conrad Digital Images by the CLIENT.

SAFETY: Conrad Digital Images reserves the right to terminate service and leave the location of the EVENT(S) if the photographer from Conrad Digital Images experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from Conrad Digital Images is in question.

SHOOTING TIME /ADDITIONS: The CLIENT and Conrad Digital Images agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodations, meals and transportation costs unless provided by the CLIENT.

TRAVEL EXPENSES: Travel Expenses will not be charged unless specifically addressed in this contract. If Travel Expenses are negotiated as part of this agreement, all travel expenses are based on the distance between

the EVENT location(s) and Conrad Digital Images studio address. For all EVENT(S), the first 20 miles of travel are included. All miles in excess of 20 miles roundtrip are charged at \$0.55 cents per mile.

RESPONSIBILITIES: Conrad Digital Images is not responsible for compromised coverage due to causes beyond the control of Conrad Digital Images including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to Conrad Digital Images, rendering of decorations, or restrictions of the locations. Conrad Digital Images is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. Conrad Digital Images is not held liable for missed coverage of any part of the EVENT(S). Conrad Digital Images will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: Conrad Digital Images is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on Conrad Digital Images. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; Conrad Digital Images will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which Conrad Digital Images will be performing services. Aerial (drone) photography is regulated by the Federal Aviation Administration. Conrad Digital Images strictly adheres to FAA Regulations. Flights within 5 miles of a towered airport are not permitted, and night time flying is also prohibited.

FILM and COPYRIGHTS: The photographs produced by Conrad Digital Images are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Conrad Digital Images's explicitly written permission. If the CLIENT has purchased an "Image DVD" from Conrad Digital Images, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" from Conrad Digital Images, Conrad Digital Images grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to Conrad Digital Images. The CLIENT must obtain written permission from Conrad Digital Images prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns Conrad Digital Images 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from Conrad Digital Images is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Conrad Digital Images, Conrad Digital Images will make every effort to secure a replacement. 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(S).

In the event that digital files have been lost, stolen, or destroyed for reasons beyond Conrad Digital Images' control, including but not limited to camera, hard drive, or equipment malfunction, Conrad Digital Images liability is limited to the return of all payments received for the EVENT(S). 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. Conrad Digital Images is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: Conrad Digital Images is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the sole discretion of Conrad Digital Images.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of Conrad Digital Images.

PAYMENT SCHEDULE: The aforementioned 50% non-refundable retainer fee is due at the time of signing of this agreement. The remaining balance is payable in full the day of the EVENT(S). In the event the CLIENT fails to remit payment as specified, Conrad Digital Images shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$50 non-sufficient funds fee.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Conrad Digital Images

I have read and I understand the terms of this agreement. I agree without condition to be bound by this agreement.

Date: _____

Date: _____

Attachment A – Job Specifications, Shotlists and Fee details

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