

CONTRACT FOR PHOTOGRAPHY SERVICES

The following agreement is by and between

"Provider" 21 Creations Corp.

Of (Address)

"Client"

Of (Address)

The following words used in context of the Photography Service Contract are defined as follows:

"Provider": 21 Creations Corp

"Client": (The person or entity that is applies for Photography Services)

LOCATION AND ADDITIONAL INFORMATION

Date and Time: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

Time Photography Session Starts: \_\_\_\_\_ Ends: \_\_\_\_\_

Amount of Guests: \_\_\_\_\_

Other Photography Sessions agreed on: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Other Location: \_\_\_\_\_

\_\_\_\_\_

Contact Number: \_\_\_\_\_

ENTIRE AGREEMENT

This agreement contains the entire understanding between "21 CREATIONS CORP." and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

RESERVATION

Upon your signature, "21 CREATIONS CORP." will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather, and may result in a credit for future services being issued. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted photography package. THE CLIENT understands and agrees that the entire amount owed for the photography package described in the contract is due on delivery of the sample CD.

SERVICES AND PRODUCTS

The Provider agrees to provide, and Client agrees to receive, access to the Photography Services according to the following terms and conditions:

Photography fee agreed on: \_\_\_\_\_ (plus applicable expenses as described in the contract). A deposit of 50% (\_\_\_\_\_) is due when this agreement is signed, and the balance (\_\_\_\_\_) is to be paid on the date of delivery of sample photograph CD.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

ADDITIONAL SERVICES INCLUDED FOR THE FEE STATED ABOVE:

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

## SCOPE OF SERVICES

Provider includes the following elements in their Standard Photography Packages:

### STANDARD PHOTOGRAPHY PACKAGES

The select Standard Photography Package by Client is \_\_\_\_\_ Description appear in EXHIBIT "B"

### PRE-EVENT CONSULTATION

The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times and locations.

The first two hours for meeting time to discuss Photography Services, general orientation. Client is responsible for the collection and preparation of related ideas, etc; prior meeting time. Hourly rates apply for meeting time exceeding the first two hours at an hourly rate of \$80.00

### PROFESSIONAL IMAGE MANIPULATION

"21 CREATIONS CORP." will allow for limited professional image manipulation (if technically possible) on any \_\_\_\_\_ images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents "21 CREATIONS CORP." from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that "21 CREATIONS CORP." has performed to its best ability with regard to the specific task and that "21 CREATIONS CORP." has no further responsibility towards said image manipulation.

### PAYMENT TERMS AND CONDITIONS

THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the Sample CD.

The total amount of this contract is: \_\_\_\_\_

#### a) Payment policy

50 % of the Photography Services Estimate is due upon signed approval & delivery of Estimate and Contracts. Photography services will not begin until Provider has received signed and dated contracts. Deposit is non-refundable.

b) There is a late payment fee (10%) for any payments that are not postmarked or delivered to "21 CREATIONS CORP." by the required date.

c) In the event Client fails to make any of the payments referenced by the deadline set forth in Contract, Provider have the right, but are not obligated, to pursue any or all of the following remedies:

(1) Terminate the Agreement,

(2) Immediately stop all works-in-progress or remove unpaid for material,

(3) Bring legal action.

## CANCELLATION

In the event that THE CLIENT cancels the contracted services for photography outlined in this contract before the event takes place, the deposit will be forfeit. "21 CREATIONS CORP." agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT. A cancellation within 30 days will result in a credit for future services being issued. All expenses incurred to complete an order are the responsibility of the Client. Cancelled orders are subject to forfeit the initial 50% paid.

## EVENT GUIDE

THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

## 90 MINUTE WINDOWS

The subject(s) agree to set aside at least 30 minutes before commencement and a 60 minute time frame afterward for photographs that cannot be obtained during the event. The 60 minutes following the event includes group photographs. If the subject's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, "21 CREATIONS CORP." shall not be held liable for failure to take desired photographs.

## SHOOTING TIME / ADDITIONS

The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and "21 CREATIONS CORP." agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, "21 CREATIONS CORP." will not be held liable for any photographs not taken.

## HOUSE RULES

The photographer is limited by the guidelines of the event. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; "21 CREATIONS CORP." will offer technical recommendations only.

## COOPERATION

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "21 CREATIONS CORP." is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "21 CREATIONS CORP.". "21 CREATIONS CORP." recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the

photographer, whom THE CLIENT wishes to include in informal or candid photographs.

#### EXCLUSIVITY / GUEST PHOTOGRAPHY

It is understood that "21 CREATIONS CORP." will act as the sole and exclusive photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by "21 CREATIONS CORP.", THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. "21 CREATIONS CORP." suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of "21 CREATIONS CORP." to capture the formal portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. "21 CREATIONS CORP." will allow guests to take snapshots at some point during events, and during the time "21 CREATIONS CORP." equipment is being packed up. In return for this consideration "21 CREATIONS CORP." insists no other guest photography take place when or where "21 CREATIONS CORP." is working. No other guest/photographer using professional equipment will be allowed by "21 CREATIONS CORP." at any time during the event. "21 CREATIONS CORP." reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

#### GUEST COOPERATION

THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

"21 CREATIONS CORP." will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

#### SAMPLE CD DELIVERY

At least 1 week after the event, "21 CREATIONS CORP." will provide THE CLIENT with a low resolution Sample CD. This Sample CD will contain all photographs (in both color and black and white) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. THE CLIENT should as soon as possible provide "21 CREATIONS CORP." with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to "21 CREATIONS CORP'S." receipt of this list. THE CLIENT agrees if the balance is not paid on initial sample CD delivery, "21 CREATIONS CORP." will NOT make a final delivery of selected prints, incurring no liability to "21 CREATIONS CORP." and resulting in loss of Reservation Deposit by THE CLIENT.

## DIGITAL NEGATIVES, PRINTS and COPYRIGHTS

The photographs, digital negatives or prints produced by "21 CREATIONS CORP." are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "21 CREATIONS CORP." explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

All photos provided by 'Provider' are property of 'Provider' and may not be used in any media without permission or transfer of right specified in writing between 'Provider' and 'Client'.

Photography digital negative may be given to 'Client' on disk or other electronic media. Possession of this disk by 'Client' does not constitute ownership of all file contents by 'Client'.

- The selected high resolution images are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate "21 CREATIONS CORP." prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

## AUTHORSHIP CREDIT

'Client' agrees that 'Provider' may put a small logo on the bottom of their photos establishing authorship credit. In order that Provider may remove their logo in the event of the design being altered, it is mutually agreed that 'Provider' will be notified of any changes.

## COMPLETION SCHEDULE

The printing process can only start once "21 CREATIONS CORP." receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of an album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

## PURCHASE OF DIGITAL NEGATIVES

If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD. A low resolution digital negative CD will be given FREE with purchase of any packages.

## FINAL DELIVERY

"21 CREATIONS CORP." will deliver the prints and any additional material once printing is completed. "21 CREATIONS CORP." will also deliver a CD with the high resolution negatives of all selected printed images. In addition to this, "21 CREATIONS CORP." will include a CD with low resolution digital negatives of all photographs not selected for printing. High resolution prints of these images can be ordered from "21 CREATIONS CORP." at the specified tariffs. High Resolution negatives of any additional images ordered will also be provided.

## RIGHT OF WITHDRAWAL

"21 CREATIONS CORP'S." discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should "21 CREATIONS CORP." initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

## ASSIGNMENT OF PROJECT

Provider reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

## LIMIT OF LIABILITY

In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "21 CREATIONS CORP." will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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 package.

"21 CREATIONS CORP." takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond "21 CREATIONS CORP." control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

## NON-GUARANTEE:

Although every possible care will be taken to produce photographs of all important and special events during the event, "21 CREATIONS CORP." cannot place an unconditional guarantee on the above. "21 CREATIONS CORP." will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of "Provider" control.

## PERFORMANCE

The performance of this contract on behalf of "21 CREATIONS CORP." shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

## SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

## AMENDMENTS

This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and "21 CREATIONS CORP." at the time of acceptance of this contract shall be recognized as amendments to this contract.

## MODEL RELEASE

THE CLIENT hereby assigns and grants "21 CREATIONS CORP." and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases "21 CREATIONS CORP." and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "21 CREATIONS CORP." may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by "21 CREATIONS CORP.".

## CONTRACT REVISIONS

Revisions to this Contract will be considered agreed to by Provider and Client when 5 days written notice of requested changes have been signed by both parties.

## ENTIRE UNDERSTANDING

The agreement contained in this Contract constitutes the sole agreement between Provider and Client regarding its Photography Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

## SIGNATURES

The undersigned agrees to the terms of this agreement on behalf of Client.

Client Signature: \_\_\_\_\_

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

Provider Signature: \_\_\_\_\_

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

## EXHIBIT "A"

### CURRENT RATES

#### Photography session

1 hour	150.00
4 hours	450.00
8 hours	800.00

Unlimited photos meaning. About 80-125 images are taken per hour. CD with all photos in low resolution

#### Moving to locations

0 to 30 miles	50.00 include 1 location, 25.00 per location
31 to 60 miles	80.00 include 1 location, 25.00 per location
61 to 100 miles	130.00 include 1 location, 25.00 per location
Set up	\$50.00 include 2 setup, additional setup \$25.00 Headshots /
Portrait Photography	\$150.00/ hour
Product / Location Photography	\$150.00/ hour
Makeup artist / stylist	\$250.00 include 2 sessions

Please Note:

- 1) Headshot / Portrait photography sessions last an hour or longer, depending on the client, and the photographer's and/or the stylist's availability.
- 2) Appointments are necessary for all photography sessions.
- 3) Deposit is necessary for all photography sessions 50% of total.
- 4) Travel days are billed \$300 per day, plus expenses.
- 5) Shooting/Production day rates are for 8 hours.

#### Professional image manipulation:

25.00 Per item or 80.00 per hour

This includes cropping, red eye removal, de-ageing, removal of people and/or objects, color correction, special effects, portrait glamorization etc.

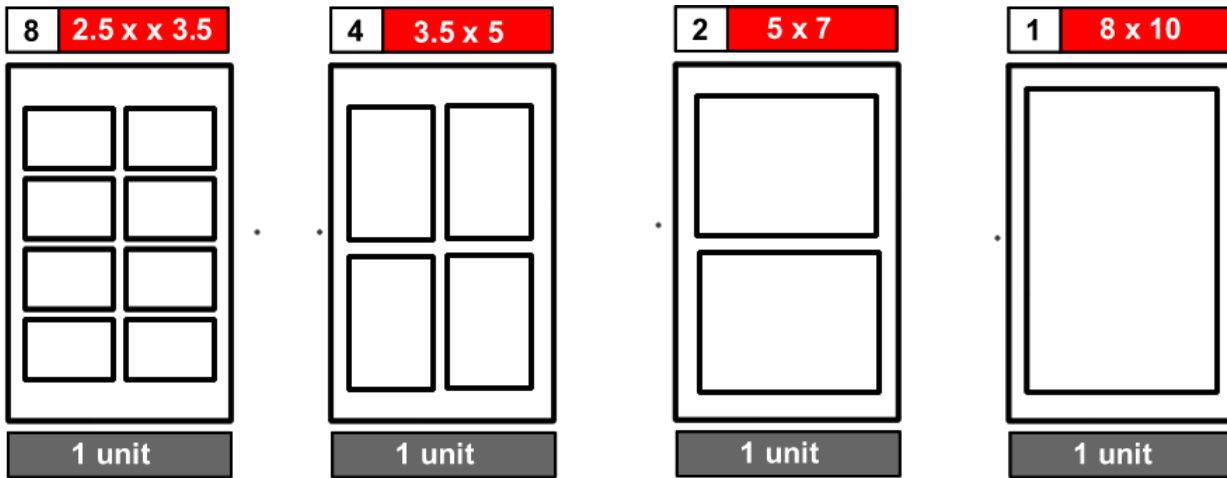
A SIGNED CONTRACT and DEPOSIT is required before starting work. Accounts unpaid after 15 days of invoice date will be considered overdue and assessed a 10% per month finance charge on the unpaid balance. Returned checks will be assessed a \$60 charge. Cancellations made less than 15 days before a scheduled shoot will result in a rescheduling fee equal to 10% of the cost of the shoot.

All prices are subject to change due to material costs, availability and other factors.

## EXHIBIT "B"

### Photography PACKAGES

OPTION 1		OPTION 2		OPTION 3	
\$275	1 hr photo shoot Unlimited photos 1 Location 8 – 8 x 10 ready to print Or 8 unit ALL "Negatives" on CD!	\$375	1 hr photo shoot Unlimited photos 1 Location 15 – 8 x 10 ready to print Or 15 unit ALL "Negatives" on CD!	\$575	Up to 2 hrs photo shoot Unlimited photos 1 Location 20 - 8 x 10 ready to print Or 20 unit ALL "Negatives" on CD!
OPTION 4		OPTION 5		OPTION 6	
\$795	Up to 3 hrs photo shoot Unlimited photos Up to 2 Locations 25 - 8 x 10 ready to print Or 25 unit ALL "Negatives" on CD!	\$910	Up to 4 hrs photo shoot Unlimited photos Up to 2 Locations 30 – 8 x 10 ready to print Or 30 unit ALL "Negatives" on CD!	\$1290	Up to 6 hrs photo shoot Unlimited photos Up to 3 Locations 40 – 8 x 10 ready to print Or 40 unit ALL "Negatives" on CD!



Additional print unit 14.95

### Photo Slideshows

OPTION A		OPTION B		OPTION C	
\$100	up to 50 images	\$150	up to 75 images	\$210	up to 100 images
OPTION D		OPTION E		OPTION F	
\$250	up to 120 images	\$290	up to 140 images	\$330	up to 160 images

### Additional Print Format

DESCRIPTION	11x14	12x24	16x20	20x24	20x30	24x30	30x40	40x60
ECONOMIC PAPER	19.95	24.95	35.95	45.95	51.95	65.95	89.95	109.95
FINE ART PAPER	59.95	89.95	103.95	116.95	133.95	162.95	238.95	326.95
CANVAS	71.95	99.95	115.95	127.95	145.95	175.95	249.95	346.95

Canvas coating add 30% more. Custom sizes available. Call for quote.

These prices include cropping, red eye removal, de-ageing, removal of people and/or objects, color correction, special effects, portrait glamorization etc.

All prices are subject to change due to material costs, availability and other factors. Call for quote