This contract is between **YOUR COMPANY NAME** and the client as detailed below,

Name:

Address:

Email:

**1. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject matter.

Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

**2. A Summary of the Contract**

**YOUR COMPANY NAME** is responsible for providing for the client a photographic service and products as detailed in section 3 (‘coverage’). The client undertakes to engage **YOUR COMPANY NAME** for this coverage for the price as detailed in section 4.

**3. The Coverage**

Coverage will be provided by **YOUR COMPANY NAME** as follows,

Date:

Hours:

Location:

Services included:

**4. Payment**

The client will pay **YOUR COMPANY NAME** a total fee of \_\_\_\_\_\_\_\_\_subject to the following terms: 25% deposit of \_\_\_\_\_\_\_ and payment of \_\_\_\_\_\_\_\_ due no later than 30 days before the event date.

Method of Payment (please circle): \* please contact us for alternative payment methods.

VISA MASTERCARD CHEQUE

Credit Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Card Holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cancellation less than 30 days before the date of the event will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed events if **YOUR COMPANY NAME** is not able to re-schedule for the new date and time. The fee for postponed event is subject to change. It may happen that an event on location be rescheduled due to unfavorable weather conditions, in which the event the deposit will be transferred.

**RETURNED CHECKS**

Returned checks are subject to a $50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by **YOUR COMPANY NAME** in the event of enforcement of this contract becomes necessary.

Any additional payments for albums and other services are to be made when that order is placed. Prices for orders placed over one year after the date of the event may be subject to change. This included orders included in the initial event package.

**5. Copyright**

**YOUR COMPANY NAME** retains the entire copyright of the photographs at all times throughout the world.

Where a disc of photographs (digital image files) has been provided as part of the event package, these photographs may be printed, and displayed online, for personal but not commercial use.

**YOUR COMPANY NAME** retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting work or any other use.

**6. Archival Release**

**YOUR COMPANY NAME** is under no obligation to retain the digital image files.

**7. Responsible Person**

The client shall designate a responsible person in charge as outline in the entirety of this agreement.

**8. Limitation of liability**

In the unlikely event of a total photographic failure, Act of god or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photograph for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

**9. Event Food Service**

A light meal is required for events over 6 hours for **YOUR COMPANY NAME** employees.  If no meal is provided, it is understood that employees may leave the event to purchase a meal.

**10. Harassment**

Ensuring the appropriate behavior of all guests and other persons at the event shall be the responsibility of Client. In the event **YOUR COMPANY NAME** employees experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the 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 the responsible person of the client; second offense: the offending person will be required to leave the event; third offense: **YOUR COMPANY NAME** will  end event coverage immediately and leave the event, **YOUR COMPANY NAME**shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold **YOUR COMPANY NAME** harmless as a result of incomplete event.

**YOUR COMPANY NAME** kindly ask that you get in touch with us two weeks prior to the date of your event.  To touch base and go over last minute details of the event. **YOUR COMPANY NAME** will make every effort to contact you, but it is the clients’ responsibility to contact **YOUR COMPANY NAME** to confirm all events and times. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

The undersigned hereby acknowledge that they have received, read, and understand all of the above:

Contracting Party           Date