



JS.Raines Photography, LLC. CLIENT Contract

This agreement is between _____ (hereafter "PHOTOGRAPHER", "THE PHOTOGRAPHER", or "PHOTOGRAPHY COMPANY") and _____ (hereafter referred to as "CLIENT").

1. Scope of Work: This contract is for services and products related to a photography shoot (hereafter "SHOOT" or "THE SHOOT") to take place at the following time and place.

PHOTOGRAPHER and CLIENT are to arrive for the SHOOT at:

_____ (date)

_____ (time)

_____ (location)

PHOTOGRAPHER agrees to provide agreed upon amount of photos prior to SHOOT, or all final photos selected by PHOTOGRAPHER. CLIENT will be provided a personalized online gallery, via PHOTOGRAPHER'S website, to view photos after the shoot. This online gallery will be supplied to CLIENT through email or other agreed upon means of communication. PHOTOGRAPHER is not required to provide a specific number of photos unless agreed upon prior to SHOOT. Unless otherwise agreed upon prior to the shoot, PHOTOGRAPHER will perform post-processing to PHOTOGRAPHER'S preference to each of the selected photos before delivery to client.

2. Fees: In consideration for the photography services provided by PHOTOGRAPHER, CLIENT agrees to pay the sum of _____. CLIENT agrees to pay THE PHOTOGRAPHER a non-refundable initial payment totaling 25% (twenty-five percent) of the total price of the photography services upon signing this contract. The initial payment reserves THE PHOTOGRAPHER'S time and is not a retainer, deposit, flat fee or final payment.

PHOTOGRAPHER agrees to not advertise availability of this same time slot to any other potential clients. If CLIENT cancels this shoot for any reason, the initial payment will not be returned to CLIENT.

All photography services are subject to sales tax. The final balance of the payment for photography services must be paid in full no later than 7 days after the SHOOT detailed in Section 1: Scope of Work. CLIENT will have the option to purchase photo prints and other customized products via online gallery that is provided after THE SHOOT. 1

3. Work Product: PHOTOGRAPHER will deliver an online gallery and make the gallery accessible to CLIENT for no less than sixty days (60 days) after the date of the SHOOT. CLIENT understands and agrees that all photos are

the exclusive and intellectual property of PHOTOGRAPHER. Photographer reserves the rights to all copyright interests in photos. All photos delivered to CLIENT are licensed for CLIENT'S personal use only. CLIENT has the right to print or share the photos that are delivered to them for personal use only. Should client use the photos for any commercial use then photographer shall be entitled to all equitable and statutory damages provided under state or federal law. CLIENT agrees to not digitally alter the delivered photos unless being provided written approval by THE PHOTOGRAPHER.

4. Indemnification:

- 4.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.
- 4.2 - If PHOTOGRAPHER is unable to perform the services in this contract due to any cause outside its control, CLIENT agrees to indemnify photographer for any loss damage or liability; however, PHOTOGRAPHER will return in full all payments made by CLIENT to PHOTOGRAPHER in relation to this SHOOT.
- 4.3 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.
- 4.4 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.
- 4.5 - CLIENT agrees to hold PHOTOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with PHOTOGRAPHER.
- 4.6 - PHOTOGRAPHER will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

5. Duty of CLIENT: CLIENT will obtain all permissions or permits necessary for PHOTOGRAPHER to photograph at THE SHOOT. PHOTOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions or permits resulting in fines to photographer, or which prevent photographer from photographing the event(s) is not the fault, liability, or responsibility of PHOTOGRAPHER. Further, any fines assessed on photographer, under this subsection, shall be indemnified by client.

6. Exclusive Photographer: CLIENT agrees and understands that no other party other than PHOTOGRAPHER may take pictures of any poses, lighting situations, or setups made by THE PHOTOGRAPHER. This slows down THE PHOTOGRAPHER'S work and violates THE PHOTOGRAPHER'S right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of THE PHOTOGRAPHER or take pictures in these situations.

7. Model Release: CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising,

trade, personal use, or any and all other uses. Therefore, PHOTOGRAPHER may use CLIENT'S likeness and image on PHOTOGRAPHER'S website or other advertising. PHOTOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

8. Assignability and Parties of Interest: CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific photographer. PHOTOGRAPHER may sub-contract or assign this contract to any second-shooter, PHOTOGRAPHER may assign any photographers associated with the PHOTOGRAPHY COMPANY to perform its duties under this contract. All photographers must be capable and competent to perform the services in a workmanlike manner.

PHOTOGRAPHER'S SIGNATURE

DATE

CLIENT'S SIGNATURE

DATE

Thank you for choosing JS.Raines Photography to capture your moments!