



Photography Services Contract

This Agreement is entered into this day of _____, by and between **Charles Mills** (aka Chas, Photography Imagined by Chas, Chas Mills Productions, Legacy Photos) (hereafter referred to as "Photographer") and _____ (hereafter referred to as "the client").

Photographer

Name: Chas Mills Productions

Contact Phone: 912.604.3747

Address : 106 Shale Ct, Savannah, GA, 31419

Client

Name: _____

Contact Phone: _____

Address: _____

Agreement

IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the client hereby engages the Photographer to provide assigned images for the set date.

Event Date and Location

Time: _____

Date: _____

Duration: _____ @\$200 per hour (1 Hour Min)

Location: _____

Type of Media Purchase: _____

(If not specified then see terms at www.chasmillsproductions.com/pricing)

Specific Request: _____

(attach a new sheet if more instructions are needed)

ENTIRE AGREEMENT: This agreement contains the entire understanding between the Photographer 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 are 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 and related expenses are non-refundable and shall be liquidated damages to the Photographer. The Clients shall also be responsible for payment for any of the photographer's material charges incurred up to time of cancellation.

PAYMENT SCHEDULE: The aforementioned \$100 non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to the day of the Event(s) or if on the day of the Event(s) prior to the starting time. In the event, the Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend/leave the Event(s). Returned checks/payments will be assessed a \$35 non-sufficient funds fee.

***All Payments made to Chas Mills Productions via:

Paypal: **(paypal.me/chasmills)**
Cash App: **(\$chasphotos)**
Venmo: **(@Charles-Mills-106)**

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. The Photographer separates payment for Services and Products. Services successfully performed are non-refundable. The Client is under no obligation to purchase final products.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the Event(s). Notification of any changes in schedule, locations, venue restrictions or any situation which may impede the photographer's ability to adequately perform his duties, must be given in writing and in a timely manner, to the Photographer. The Photographer must acknowledge receipt; without such acknowledgement, the Photographer is not responsible for absenteeism and/or late arrival, equipment limitations, or any restrictions imposed on the Photographer limiting his ability to perform his duties. If the Photographer is impeded due to a failure by the Client to inform him of venue changes, then nothing shall preclude the Photographer from billing the Client at the agreed start and end times.

SAFETY: The Photographer reserves to right to terminate coverage and leave the location of the Event(s) if the Photographer experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the Event(s); or if the safety of the Photographer is in question.

SHOOTING TIME / ADDITIONS: The Client and the Photographer 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 at a rate of \$100 per hour for any time after the end time beginning 1 minute through 60 minutes, incrementally. *(IE...1 hour and 15 minutes beyond the established end time will be billed at \$100 per hour for a total of \$200)*

EXPENSES INCURRED: When applicable, the Client is responsible to cover costs of the Photographer for all travel, parking, accommodation, meal and transport costs unless provided by the Client.

TRAVEL EXPENSES: All travel expenses are based on the distance between the Event location(s) and the Photographer's studio address. For all Events(s), the first 50 miles roundtrip of travel mileage is included. All miles in excess of 50 miles roundtrip are charged at \$0.25 per mile. Nothing in the section shall exclude all other expenses.

CAPTURE AND DELIVERY: The Photographer is not liable to deliver every image taken at the event. The determination of the quantity of images delivered to the Client is left to the discretion of the Photographer; however, the Photographer shall deliver a reasonable quantity of 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 the Photographer.

FILM and COPYRIGHTS: The photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicitly written permission. If the Client has purchased an "Image DVD" from the Photographer, 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 the Photographer, the Photographer 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 the Photographer. The Client must obtain written permission from the Photographer prior to publishing or selling the photographs.

(Due to the changing nature of Digital media, "Image DVD" is defined by any digital media available for transfer between the Photographer and the Client. The Photographer reserves the right to change the media presentation and the delivery method, and the Client agrees to utilize the media specified by the Photographer at the time of engagement.)

RESPONSIBILITIES: The Photographer is not responsible for compromised coverage due to causes beyond the control of the Photographer including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, scheduling complications, incorrect addresses provided to the Photographer, rendering of decorations, or restrictions of the locations. The Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The Photographer is not held liable for missed coverage of any part of the Event(s) not specified in this agreement. The Photographer will not be held accountable for failure to deliver images of any individuals or any objects at the Event(s) not specified in this agreement.

VENUE AND LOCATION LIMITATIONS: The Photographer 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 the Photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer will offer technical recommendations only.

PERMITS: The Client is responsible for acquiring all permits and necessary permission for all locations on which the Photographer will be performing services. The Client shall incur all related costs to permits or facility charges.

MODEL RELEASE: The Client hereby assigns the Photographer 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 the use of images.

LIMIT OF LIABILITY: In the unlikely event that the Photographer 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 the Photographer, the Photographer will make every effort to secure a qualified replacement. If the situation should occur and a qualified replacement is not found, the Photographer's responsibility and liability is limited to the return of all payments received for the Event(s).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the Photographer's control, including but not limited to camera, hard drive, and/or equipment malfunction, the Photographer's liability is limited to the return of *all refundable* payments received for the Events(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.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client: _____

PHOTOGRAPHER: _____

Date: _____

Date: _____