



RoadKill Photography



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www.roadkillphotography.wixsite.com/roadkill

ABN: 58258917002

This agreement is between -----, hereinafter referred to as the "Client", and **RoadKill Photography**, hereinafter referred to as the "Photographer(s)".

Email: -----

Phone -----

Date of Event: -----

Start Time: -----

Ending Time: -----

Location

Name of Location: -----

Address:

Amount agreed: **\$000.00-----**

Booking fee/deposit: **\$0.00-----**

The booking fee is due on signing this agreement (Booking Fee is [50%] of the amount, with the balance of the amount agreed due on the day of the event).

The Client agrees to provide a meal for the Photographer if the length of attendance exceeds five hours.

Entire Agreement: This agreement contains the entire understanding between the Client and the Photographer.

Confirmation: A signed "Contract for Event Photography Services" and payment of the booking fee are necessary to confirm the stated Event services from the Photographer.

Co-operation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. The Photographer may require assistance in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key Events to give the Photographer time to prepare e.g. cutting the cake, speeches etc. Please note that not all guests like having their Photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

The Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of Event Photos for the Clients, accomplished with good humor and enjoyed by all concerned. Both the Clients and the Photographers therefore agree that punctuality and cheerful co-operation are essential to producing outstanding photographic results. In cases where the Event does not run on time (for example, extreme lateness by one of the Clients guests) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

Paparazzi Event Guests: Most of your guests will have Digital Cameras and all your guests will want to take Photographs at Key times. In the spirit of cheerful co-operation, the Clients agree to give the Photographers precedence over the guests in order to take the Photographs required for the Event services described above. I cannot be held liable for a lack of Event Photos if guests taking their own Photos of the Key moments continually interrupt the Photographer's work.

Copyright Law: The copyright of Photographs remains with the Photographer. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the Photographs is not allowed without prior written permission from the Photographer.

Model Release: The Client grants the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Limit of Liability: If a Photographer is too ill or becomes injured and cannot supply the Event services specified above the Photographer will try to book a replacement Event Photographer. If the Photographer is unavailable and a replacement Photographer cannot be found then liability is limited to a refund of any payments received. The Photographer has working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances' liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Booking Fee/Deposit: In the event of the Clients cancelling the Event for whatever reason the booking fee is non-refundable. Your deposit becomes a "credit" and may be used toward a future session or Event.

I/We have understood the contents of this contract and agree to the terms therein.

Signed:

Date: