

PHOTOGRAPHY AGREEMENT & CLIENT INFORMATION

EVENT DATE: \_\_\_\_\_

EVENT TITLE: \_\_\_\_\_

( I.E. WEDDING, UNION, FAMILY GATHERING, CORPORATE, OTHER)

WHERE DID YOU FIND MY SERVICES? \_\_\_\_\_

Names: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAILS: \_\_\_\_\_

CONTACT NUMBERS FOR THE DAY OF : \_\_\_\_\_

*IT'S BEST IF THESE NUMBERS ARE NOT PRIMARILY YOURS UNLESS YOU'LL HAVE YOUR CELL WITH YOU ALL DAY!*

PHOTOGRAPHY TIME: START: \_\_\_\_\_ ANTICIPATED END: \_\_\_\_\_

WHICH LOCATION WILL I BE GOING TO FIRST?: \_\_\_\_\_

CEREMONY START TIME: \_\_\_\_\_ ANTICIPATED END: \_\_\_\_\_

RECEPTION START TIME: \_\_\_\_\_ DINNER START TIME: \_\_\_\_\_

GETTING READY ADDRESS: \_\_\_\_\_

CEREMONY ADDRESS: \_\_\_\_\_

RECEPTION ADDRESS: \_\_\_\_\_

ANTICIPATED TIME FRAME & LOCATION FOR 'FORMAL' PORTRAITS? WOULD YOU LIKE TO DO 'FIRST LOOK' PHOTOS?

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

ANYTHING ELSE? (PLEASE CHECK W/ANY ANTICIPATED SHOOTING LOCATIONS FOR ANY PHOTOGRAPHY RESTRICTIONS)

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

PACKAGE & SERVICES INCLUDED IN AGREEMENT:

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

TOTAL DUE: \_\_\_\_\_

- A non-refundable reservation fee of 25% (\$\_\_\_\_\_) IS DUE W/ AGREEMENT \_\_\_/\_\_\_/\_\_\_.
- Payment 2: 25% (\$\_\_\_\_\_) DUE 6 MONTHS PRIOR \_\_\_/\_\_\_/\_\_\_.
- FINAL PAYMENT: 50% (\$\_\_\_\_\_) DUE 14 DAYS PRIOR \_\_\_/\_\_\_/\_\_\_.

PLEASE NOTE: PRODUCT CREDIT EXPIRES 4 MONTHS FROM ONLINE GALLERY POSTING.

THE NEXT PAGE MAY BE SMALL PRINT, BUT IT'S NOT INTENDED TO BE 'FINE PRINT'.

PLEASE FEEL FREE TO ASK QUESTIONS ABOUT **ANYTHING** YOU SEE HERE.

THE PURPOSE IS FOR IT TO BE AN ASSET TO EVERYONE!

**ENTIRE AGREEMENT:** THIS AGREEMENT HAS BEEN FREELY NEGOTIATED AND CONTAINS THE ENTIRE UNDERSTANDING BETWEEN MELISSA KOREN PHOTOGRAPHY 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 THE PARTIES. IF THE PARTIES WANT TO WAIVE ONE PROVISION OF THIS AGREEMENT, WHICH DOES NOT MEAN THAT ANY OTHER PROVISION IS ALSO WAIVED. LIKEWISE, 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.

**RESERVATION:** THIS SIGNED AGREEMENT AND RESERVATION FEE ARE REQUIRED TO RESERVE THE SPECIFIED SERVICES DESIRED.

**PRE EVENT CONSULTATION:** AT THE CLIENT'S REQUEST, BOTH PARTIES AGREE TO A PRE-EVENT CONSULTATION (IN PERSON OR VIA PHONE/EMAIL) TWO TO THREE WEEKS BEFORE THE EVENT DATE IN ORDER TO FINALIZE THE ACTUAL SHOOTING TIMES, LOCATIONS, AND CLIENT'S REQUEST LIST (IN WRITING) FOR SPECIFIC PHOTOGRAPHS.

**COOPERATION:** THE PARTIES AGREE TO CHEERFUL COOPERATION AND COMMUNICATION FOR THE BEST POSSIBLE RESULT WITHIN THE DEFINITION OF THIS ASSIGNMENT. MELISSA KOREN PHOTOGRAPHY RECOMMENDS THAT CLIENT DESIGNATE AN "EVENT GUIDE" TO POINT OUT IMPORTANT INDIVIDUALS FOR FORMAL OR CANDID PHOTOGRAPHS TO THE PHOTOGRAPHER DURING THE EVENT THAT THEY WISH TO HAVE PHOTOGRAPHED. THE PHOTOGRAPHER WILL NOT BE HELD ACCOUNTABLE FOR NOT PHOTOGRAPHING DESIRED PEOPLE IF THERE IS NO ONE TO ASSIST IN IDENTIFYING PEOPLE OR GATHERING PEOPLE FOR PHOTOGRAPHS. MELISSA KOREN PHOTOGRAPHY IS NOT RESPONSIBLE FOR REQUESTED IMAGES IF KEY INDIVIDUALS FAIL TO APPEAR, REFUSE TO COOPERATE, OR ARE UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES DURING PHOTOGRAPHY SESSIONS OR FOR MISSED IMAGES DUE TO DETAILS NOT REVEALED TO MELISSA KOREN PHOTOGRAPHY.

**EXCLUSIVITY:** MELISSA KOREN PHOTOGRAPHY SHALL BE THE ONLY HIRED PHOTOGRAPHER FOR THIS EVENT. GUESTS' CAMERAS ARE WELCOMED HOWEVER, TO AVOID THE DISTRACTION OF "WHICH CAMERA SHOULD I LOOK AT?" AND THE TECHNICAL STANDPOINT THAT FLASHES FROM GUESTS' CAMERAS MAY IMPACT SHOTS TAKEN BY MELISSA KOREN PHOTOGRAPHY, IT IS ASKED THAT THE HIRED PHOTOGRAPHER BE THE ONLY OPERATING CAMERA DURING THE FORMAL SESSIONS. MELISSA KOREN PHOTOGRAPHY IS NOT TO BE HELD RESPONSIBLE FOR IMAGES MISSED IN SUCH OCCURRENCES AND/OR CONDITIONS BEYOND ITS CONTROL.

**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. CLIENT AND MELISSA KOREN PHOTOGRAPHY AGREE THAT CHEERFUL COOPERATION AND PUNCTUALITY ARE THEREFORE ESSENTIAL TO THAT PURPOSE. SHOOTING COMMENCES AT THE SCHEDULED START TIME. IF THE KEY INDIVIDUAL'S LATE ARRIVAL PREVENTS SUITABLE TIME FOR DESIRED SHOTS FROM OCCURRING THE PHOTOGRAPHER SHALL NOT BE HELD LIABLE FOR FAILURE TO TAKE SAID PHOTOGRAPHS. EVENTS DURING THE DAY SHOULD BE PLANNED TO MAKE THE BEST USE OF TIME FROM ALL VENDORS. IF AVAILABLE, A TIME LINE OF THE DAY SHALL BE PROVIDED TO MELISSA KOREN PHOTOGRAPHY PRIOR TO THE EVENT DAY.

**MEALS:** THE CLIENT IS REQUIRED TO PROVIDE A MEAL FOR THE PHOTOGRAPHER(S) WHEN A MEAL IS SERVED AT THE EVENT. THE PHOTOGRAPHER(S) MAY LEAVE THE EVENT FOR ONE HOUR FOR A MEAL IF ONE IS NOT SERVED. THE PHOTOGRAPHER(S) REQUESTS TO BE SEATED IN THE SAME AREA OR ROOM AS THE GUESTS SO AS TO MONITOR THE EVENT, BUT AT A TABLE WHERE FREQUENT STANDING UP, MOVING AROUND AND SITTING DOWN IN ORDER TO CAPTURE MOMENTS AS THEY OCCUR WILL NOT BE A DISTRACTION. AND FINALLY, THE IDEAL TIMING FOR THE PHOTOGRAPHER MEAL IS AS CLOSE AS POSSIBLE TO THE TIMING OF THE CLIENT'S MEAL, SO THAT THE PHOTOGRAPHER IS AVAILABLE WHEN THE CLIENT HAS CONCLUDED THE MEAL.

**HOUSE RULES:** THE PHOTOGRAPHER IS LIMITED BY THE GUIDELINES OF THE CEREMONY OFFICIAL OR RECEPTION SITE MANAGEMENT. CLIENT AGREES TO ACCEPT THE TECHNICAL RESULTS OF THEIR IMPOSITION ON THE PHOTOGRAPHER. NEGOTIATION WITH THE OFFICIALS FOR MODERATION OF GUIDELINES IS CLIENT'S RESPONSIBILITY. PLEASE MAKE MELISSA KOREN PHOTOGRAPHY AWARE OF ANY LIMITATIONS OR RESTRICTIONS AT ALL DESIRED SHOOTING LOCATIONS.

**COPYRIGHTS:** PHOTOGRAPHS PRODUCED BY MELISSA KOREN PHOTOGRAPHY ARE PROTECTED BY FEDERAL COPYRIGHT LAW (ALL RIGHTS RESERVED) AND MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT MELISSA KOREN PHOTOGRAPHY'S EXPLICITLY WRITTEN PERMISSION. UPON FINAL PAYMENT BY THE CLIENT, *LIMITED* COPYRIGHT OWNERSHIP OF RESULTING PURCHASED IMAGE FILES WILL BE TRANSFERRED TO THE CLIENT UNDER THE FOLLOWING CONDITIONS: THE DIGITAL NEGATIVES OR PRINTS ARE THE PROPERTY OF CLIENT FOR PERSONAL USE AND FOR THE PURPOSES OF THE REPRODUCTION AND GIVING OF PHOTOGRAPHS TO FRIENDS AND RELATIVES AND NOT TO BE USED BY THE CLIENT FOR PROFIT OR ADVERTISING.

**EXHIBITION:** CLIENT GRANTS MELISSA KOREN PHOTOGRAPHY PERMISSION TO DISPLAY SELECTED IMAGES RESULTING FROM THIS ASSIGNMENT AS AN EXAMPLE OF MELISSA KOREN PHOTOGRAPHY'S WORK AND FOR ENTRANCE INTO PHOTOGRAPHIC COMPETITIONS AND RELEASE ALL CLAIMS TO PROFITS THAT MAY ARISE FROM USE OF IMAGES.

**MODEL RELEASE:** THE CLIENT HEREBY GRANTS TO MELISSA KOREN PHOTOGRAPHY AND ITS LEGAL REPRESENTATIVES AND ASSIGNS 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 AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; TO ALTER THE SAME WITHOUT RESTRICTION; AND TO COPYRIGHT THE SAME. THE CLIENT HEREBY RELEASES MELISSA KOREN PHOTOGRAPHY AND ITS LEGAL REPRESENTATIVES AND ASSIGNS FROM ALL CLAIMS AND LIABILITY RELATING TO SAID PHOTOGRAPHS.

**LIMIT OF LIABILITY:** IN THE UNLIKELY EVENT THAT THE PHOTOGRAPHER IS INJURED OR BECOMES TOO ILL TO PHOTOGRAPH THE EVENT, MELISSA KOREN PHOTOGRAPHY WILL MAKE EVERY EFFORT TO ASSIST THE CLIENT IN FINDING A REPLACEMENT PHOTOGRAPHER. IF THE 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. MELISSA KOREN PHOTOGRAPHY TAKES THE UTMOST CARE WITH RESPECT TO EXPOSURE, TRANSPORTATION, AND PROCESSING THE PHOTOGRAPHS. HOWEVER, IN THE UNLIKELY EVENT THAT PHOTOGRAPHS HAVE BEEN LOST, STOLEN, OR DESTROYED FOR REASONS WITHIN OR BEYOND MELISSA KOREN PHOTOGRAPHY'S CONTROL, MELISSA KOREN PHOTOGRAPHY'S LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE EVENT PACKAGE. 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.

**RESERVATION FEE/CANCELLATION:** IN THE EVENT OF CANCELLATION, THE RESERVATION FEE PAID IS NON-REFUNDABLE. EVENTS CANCELLED WITH IN THREE MONTHS OF EVENT DATE WILL STILL BE REQUIRED TO PAY THE BALANCE DUE. THE CLIENT SHALL ALSO BE RESPONSIBLE FOR PAYMENT OF ANY MELISSA KOREN PHOTOGRAPHY MATERIALS CHARGES INCURRED UP TO TIME OF CANCELLATION.

**POST PROCESSING/COMPLETION SCHEDULE:** DIGITAL PROCESSING TAKES APPROXIMATELY 4-8 WEEKS. MELISSA KOREN PHOTOGRAPHY RETAINS ARTISTIC CONTROL OF ALL IMAGE EDITING. FINAL SELECTION OF IMAGES IS MADE BY MELISSA KOREN PHOTOGRAPHY. BASIC RETOUCHING AVAILABLE FOR ORDERED PRINTS AND ALBUMS. ANYTHING BEYOND BASIC RETOUCHING (INCLUDING BUT NOT LIMITED TO REMOVAL OF SCARS, TATTOOS, DIGITAL SLIMMING, TEETH WHITENING, ETC) WILL INCUR AN ADDITIONAL CHARGE PER IMAGE.

**DIGITAL ARCHIVING:** MELISSA KOREN PHOTOGRAPHY WILL RETAIN BACKUP OF IMAGES FOR ONE YEAR FROM GALLERY DATE, AFTER 12 MONTHS THE EVENT WILL BE 'CLOSED'. SHOULD CLIENT WISH TO REOPEN EVENT AFTER 12 MONTHS FOR ADDITIONAL PRODUCT ORDERS A \$100 FEE WILL BE ASSESSED. UPON RECEIPT OF DIGITAL IMAGES, THE CLIENT ACCEPTS ALL RESPONSIBILITY FOR ARCHIVING AND PROTECTING SAID DIGITAL IMAGES. MELISSA KOREN PHOTOGRAPHY DOES NOT PERMANENTLY ARCHIVE DIGITAL IMAGE FILES. THE CLIENT UNDERSTANDS THAT THE ANY MEDIUM UPON WHICH THE DIGITAL IMAGES ARE STORED MAY FAIL OVER TIME. IT SHALL BE THE RESPONSIBILITY OF THE CLIENT TO CREATE BACKUP COPIES OF THE DIGITAL IMAGES PROVIDED. REPLACEMENT OF DIGITAL FILES WITHIN 12 MONTHS WILL INCUR A \$200 FEE. DIGITAL FILES REPLACED AFTER 12 MONTHS (IF POSSIBLE) WILL INCUR A \$300 FEE

**PACKAGE PRODUCTS CREDITS:** PRODUCT CREDITS EXPIRE 4 MONTHS STARTING FROM THE DATE OF ONLINE GALLERY POSTING. AFTER SAID TIME FRAME PRODUCT CREDIT WILL BE HONORED ONLY AT THE DISCRETION OF MELISSA KOREN PHOTOGRAPHY. ALBUM DESIGN PROCESS MUST BE COMPLETED WITHIN 9 MONTHS OF GALLERY POSTING. AFTER 9 MONTH PERIOD ADDITIONAL CHARGES MAY BE INCURRED.

**PAYMENT SCHEDULE:** 25% DEPOSIT, 25% DUE 6 MONTHS PRIOR TO EVENT DATE, 50% DUE 14 DAYS PRIOR TO EVEN DATE. CASH, CHECK, MONEY ORDER OR CREDIT CARD/PAYPAL ACCEPTED. ALL RETURNED CHECKS ARE SUBJECT TO A \$75.00 FEE. SERVICE PRICES ARE LOCKED IN AT TIME OF AGREEMENT. PLEASE NOTE THAT PRINT AND PRODUCT PRICES ARE SUBJECT TO CHANGE WITHOUT ANY PRIOR NOTICE.

I HAVE READ AND UNDERSTAND THE TERMS ABOVE. I HEREBY AGREE TO THE TERMS OF THIS AGREEMENT.

SIGNED \_\_\_\_\_  
(CLIENT)

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
(ON BEHALF OF MELISSA KOREN PHOTOGRAPHY)

DATE \_\_\_\_\_